

<i>SERFF Tracking Number:</i>	<i>CHUB-125483140</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>Federal Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>#? \$50</i>
<i>Company Tracking Number:</i>	<i>08-CMP-1-F</i>		
<i>TOI:</i>	<i>05.0 Commercial Multi-Peril - Liability &amp; Non-</i>	<i>Sub-TOI:</i>	<i>05.0003 Commercial Package</i>
	<i>Liability</i>		
<i>Product Name:</i>	<i>CUSTOMARQ</i>		
<i>Project Name/Number:</i>	<i>TRIPRA/TRIPRA 08-CMP-1-F</i>		

## Filing at a Glance

Companies: Federal Insurance Company, Great Northern Insurance Company, Pacific Indemnity Company, Vigilant Insurance Company

Product Name: CUSTOMARQ	SERFF Tr Num: CHUB-125483140	State: Arkansas
TOI: 05.0 Commercial Multi-Peril - Liability & Non-Liability	SERFF Status: Closed	State Tr Num: #? \$50
Sub-TOI: 05.0003 Commercial Package	Co Tr Num: 08-CMP-1-F	State Status: Fees pending
Filing Type: Form	Co Status:	Reviewer(s): Betty Montesi, Llyweyia Rawlins, Brittany Yielding
	Authors: Karen Pender, Martha Solimo	Disposition Date: 03/11/2008
	Date Submitted: 03/05/2008	Disposition Status: Approved
Effective Date Requested (New): 12/26/2007		Effective Date (New): 12/26/2007
Effective Date Requested (Renewal): 12/26/2007		Effective Date (Renewal): 12/26/2007

State Filing Description:

## General Information

Project Name: TRIPRA	Status of Filing in Domicile: Pending
Project Number: TRIPRA 08-CMP-1-F	Domicile Status Comments: Federal/Great Northern - Indiana
	Pacific Indemnity - Wisconsin
	Chubb Indemnity/Samsung/Vigilant - New York
	Texas Indemnity - Texas
	Chubb Custom - Delaware
	Northwestern Pacific - Oregon
	Chubb Ins. Co. NJ - New Jersey
Reference Organization:	Reference Number:
Reference Title:	Advisory Org. Circular:
Filing Status Changed: 03/11/2008	
State Status Changed: 03/07/2008	Deemer Date:

<i>SERFF Tracking Number:</i>	<i>CHUB-125483140</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>Federal Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>#? \$50</i>
<i>Company Tracking Number:</i>	<i>08-CMP-1-F</i>		
<i>TOI:</i>	<i>05.0 Commercial Multi-Peril - Liability &amp; Non-</i>	<i>Sub-TOI:</i>	<i>05.0003 Commercial Package</i>
	<i>Liability</i>		
<i>Product Name:</i>	<i>CUSTOMARQ</i>		
<i>Project Name/Number:</i>	<i>TRIPRA/TRIPRA 08-CMP-1-F</i>		

**Corresponding Filing Tracking Number:**

<i>SERFF Tracking Number:</i>	<i>CHUB-125483140</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>Federal Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>#? \$50</i>
<i>Company Tracking Number:</i>	<i>08-CMP-1-F</i>		
<i>TOI:</i>	<i>05.0 Commercial Multi-Peril - Liability &amp; Non- Liability</i>	<i>Sub-TOI:</i>	<i>05.0003 Commercial Package</i>
<i>Product Name:</i>	<i>CUSTOMARQ</i>		
<i>Project Name/Number:</i>	<i>TRIPRA/TRIPRA 08-CMP-1-F</i>		

#### Filing Description:

The purpose of this filing is to submit our Terrorism forms for the line indicated in the caption above. This information is being filed in accordance with the provisions of the Federal Terrorism Risk Insurance Program Reauthorization Act of 2007 (TRIPRA). Also enclosed to assist you in your review is an Explanatory Memorandum. Please note that the Important Notice to Policyholder is included for informational purposes or, if required by your state.

In accordance with the provisions of TRIPRA, these forms are effective December 26, 2007.

## Company and Contact

#### Filing Contact Information

Jane Gutman, Unit Manager	jgutman@chubb.com
202 Hall's Mill Road	(908) 572-4422 [Phone]
Whitehouse Station, NJ 08889-1650	(908) 572-4820[FAX]

#### Filing Company Information

Federal Insurance Company	CoCode: 20281	State of Domicile: Indiana
202 Hall's Mill Road	Group Code: 38	Company Type:
P.O. Box 1650		
Whitehouse Station, NJ 08889-1650	Group Name:	State ID Number:
(908) 572-4726 ext. [Phone]	FEIN Number: 13-1963496	

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Great Northern Insurance Company	CoCode: 20303	State of Domicile: Indiana
202 Hall's Mill Road	Group Code: 38	Company Type:
P.O. Box 1650		
Whitehouse Station, NJ 08889-1650	Group Name:	State ID Number:
(908) 572-4726 ext. [Phone]	FEIN Number: 41-0729473	

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Pacific Indemnity Company	CoCode: 20346	State of Domicile: Wisconsin
202 Hall's Mill Road	Group Code: 38	Company Type:
P.O. Box 1650		
Whitehouse Station, NJ 08889-1650	Group Name:	State ID Number:
(908) 572-4726 ext. [Phone]	FEIN Number: 95-1078160	

SERFF Tracking Number:	CHUB-125483140	State:	Arkansas
First Filing Company:	Federal Insurance Company, ...	State Tracking Number:	## \$50
Company Tracking Number:	08-CMP-1-F		
TOI:	05.0 Commercial Multi-Peril - Liability & Non-Sub-TOI:		05.0003 Commercial Package Liability
Product Name:	CUSTOMARQ		
Project Name/Number:	TRIPRA/TRIPRA 08-CMP-1-F		

Vigilant Insurance Company	CoCode: 20397	State of Domicile: New York
202 Hall's Mill Road	Group Code: 38	Company Type:
P.O. Box 1650		
Whitehouse Station, NJ 08889-1650	Group Name:	State ID Number:
(908) 572-4726 ext. [Phone]	FEIN Number: 13-1963495	

SERFF Tracking Number: CHUB-125483140 State: Arkansas

First Filing Company: Federal Insurance Company, ... State Tracking Number: #? \$50

Company Tracking Number: 08-CMP-1-F

TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0003 Commercial Package Liability

Product Name: CUSTOMARQ

Project Name/Number: TRIPRA/TRIPRA 08-CMP-1-F

## Filing Fees

Fee Required? Yes

Fee Amount: \$50.00

Retaliatory? No

Fee Explanation: \$50.00 per submission for forms.

Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Federal Insurance Company	\$0.00	03/05/2008	
Great Northern Insurance Company	\$0.00	03/05/2008	
Pacific Indemnity Company	\$0.00	03/05/2008	
Vigilant Insurance Company	\$0.00	03/05/2008	

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
tbd	\$50.00	03/05/2008

SERFF Tracking Number:	CHUB-125483140	State:	Arkansas
First Filing Company:	Federal Insurance Company, ...	State Tracking Number:	#? \$50
Company Tracking Number:	08-CMP-1-F		
TOI:	05.0 Commercial Multi-Peril - Liability & Non-Sub-TOI:		05.0003 Commercial Package
	Liability		
Product Name:	CUSTOMARQ		
Project Name/Number:	TRIPRA/TRIPRA 08-CMP-1-F		

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	03/11/2008	03/11/2008

### Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Filing Fees	Note To Reviewer	Martha Solimo	03/06/2008	03/06/2008

SERFF Tracking Number: CHUB-125483140 State: Arkansas  
First Filing Company: Federal Insurance Company, ... State Tracking Number: #? \$50  
Company Tracking Number: 08-CMP-1-F  
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0003 Commercial Package  
Liability  
Product Name: CUSTOMARQ  
Project Name/Number: TRIPRA/TRIPRA 08-CMP-1-F

## Disposition

Disposition Date: 03/11/2008

Effective Date (New): 12/26/2007

Effective Date (Renewal): 12/26/2007

Status: Approved

Comment:

This filing is approved contingent on receiving the filing fees the company indicates in the filing that they have sent.

Rate data does NOT apply to filing.

### Overall Rate Information for Multiple Company Filings

Overall Percentage Rate Indicated For This Filing	0.000%
Overall Percentage Rate Impact For This Filing	0.000%
Effect of Rate Filing-Written Premium Change For This Program	\$0
Effect of Rate Filing - Number of Policyholders Affected	0

SERFF Tracking Number: CHUB-125483140 State: Arkansas

First Filing Company: Federal Insurance Company, ... State Tracking Number: #? \$50

Company Tracking Number: 08-CMP-1-F

TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0003 Commercial Package Liability

Product Name: CUSTOMARQ

Project Name/Number: TRIPRA/TRIPRA 08-CMP-1-F

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	AR Explanatory Memorandum	Approved	Yes
Form	Mortgage Protection Insurance - Cap On Certified Terrorism Losses - Mortgage Holder's Interest	Approved	Yes
Form	Mining Property Insurance Cap On Certified Terrorism Losses	Approved	Yes
Form	Power Production Property Insurance Cap On Certified Terrorism Losses	Approved	Yes
Form	Pollution Liability Coverage Cap On Certified Terrorism Losses	Approved	Yes
Form	Property Insurance Cap On Certified Terrorism Losses	Approved	Yes
Form	Property Insurance Cap On Certified Terrorism Losses	Approved	Yes
Form	Liability Insurance Cap On Certified Terrorism Losses	Approved	Yes
Form	Property Insurance Exclusion of Certified Acts of Terrorism/Exception For Certain Fire Losses	Approved	Yes
Form	Property Insurance Exclusion of Certified Acts of Terrorism/Exception For Certain Fire Losses-EDP Property	Approved	Yes
Form	Exclusion of Certified Acts of Terrorism/Exception For Certain Fire Losses-Foreclosed Property	Approved	Yes
Form	Property Insurance Exclusion of Certified Acts of Terrorism/Exception for Certain Fire Losses - Trust Property	Approved	Yes
Form	Mortgage Protection Insurance Exclusion of Certified Acts of Terrorism Mortgage Holder's Interest	Approved	Yes
Form	Property Insurance Exclusion of Certified Acts of Terrorism/Exception For Certain Fire Losses	Approved	Yes



SERFF Tracking Number: CHUB-125483140 State: Arkansas  
 First Filing Company: Federal Insurance Company, ... State Tracking Number: #? \$50  
 Company Tracking Number: 08-CMP-1-F  
 TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0003 Commercial Package Liability  
 Product Name: CUSTOMARQ  
 Project Name/Number: TRIPRA/TRIPRA 08-CMP-1-F

<b>Form</b>	Property Insurance Exclusion of Certified Acts of Terrorism/Exception For Certain Fire Losses - EDP Property	Approved	Yes
<b>Form</b>	Property Insurance Exclusion Of Certified Acts Of Terrorism/Exception For Certain Fire Losses - Foreclosed Property	Approved	Yes
<b>Form</b>	Property Insurance Exclusion Of Certified Acts Of Terrorism/Exception For Certain Fire Losses - Trust Property	Approved	Yes
<b>Form</b>	Mining Property Insurance Exclusion Of Certified Acts Of Terrorism/Coverage For Certain Fire Losses	Approved	Yes
<b>Form</b>	Power Production Property Insurance Exclusion Of Certified Acts Of Terrorism/Coverage For Certain Fire Losses	Approved	Yes
<b>Form</b>	Property Insurance Exclusion Of Certified Acts Of Terrorism/Exception For Certain Fire Losses	Approved	Yes
<b>Form</b>	Property Insurance Exclusion Of Certified Acts Of Terrorism/Exception For Certain Fire Losses - Telecommunications	Approved	Yes
<b>Form</b>	Property Insurance Exclusion Of Certified Acts Of Terrorism/Exception For Certain Fire Losses	Approved	Yes
<b>Form</b>	Property Insurance Exclusion Of Certified Acts Of Terrorism/Exception For Certain Fire Losses - Telecommunications	Approved	Yes
<b>Form</b>	Pollution Liability Coverage Exclusion Of Certified Acts Of Terrorism	Approved	Yes
<b>Form</b>	Liability Insurance Exclusion Of Certified Acts Of Terrorism	Approved	Yes
<b>Form</b>	Property Insurance Certified Acts of Terrorism Sublimit/Exception For Certain Fire Losses	Approved	Yes
<b>Form</b>	Property Insurance Certified Acts Of Terrorism Sublimit/Exception For Certain	Approved	Yes

SERFF Tracking Number: CHUB-125483140 State: Arkansas  
 First Filing Company: Federal Insurance Company, ... State Tracking Number: #? \$50  
 Company Tracking Number: 08-CMP-1-F  
 TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0003 Commercial Package  
 Liability  
 Product Name: CUSTOMARQ  
 Project Name/Number: TRIPRA/TRIPRA 08-CMP-1-F

Fire Losses - EDP Property			
Form	Property Insurance Certified Acts Of Terrorism Sublimit/Exception For Certain Fire Losses - Foreclosed Property	Approved	Yes
Form	Property Insurance Certified Acts Of Terrorism Sublimit/Exception For certain Fire Losses - Trust Property	Approved	Yes
Form	Property Insurance Certified Acts Of Terrorism Sublimit/Exception For Certain Fire Losses	Approved	Yes
Form	Property Insurance Certified Acts Of Terrorism Sublimit/Exception For Certain Fire Losses - Telecommunications	Approved	Yes
Form	Property Insurance Exclusion of Certified Acts Of Terrorism/Exception For Certain Fire Losses - Wineries	Approved	Yes
Form	Property Insurance Exclusion of Certified Acts of Terrorism/Exception For Certain Fire Losses - Wineries	Approved	Yes
Form	Important Notice	Approved	Yes

*SERFF Tracking Number:* CHUB-125483140 *State:* Arkansas  
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*Company Tracking Number:* 08-CMP-1-F  
*TOI:* 05.0 Commercial Multi-Peril - Liability & Non- *Sub-TOI:* 05.0003 Commercial Package  
Liability  
*Product Name:* CUSTOMARQ  
*Project Name/Number:* TRIPRA/TRIPRA 08-CMP-1-F

**Note To Reviewer**

**Created By:**

Martha Solimo on 03/06/2008 02:03 PM

**Subject:**

Filing Fees

**Comments:**

A Federal Insurance Company Check No. 00369286, dated 03/06/08 in the amount of \$50.00 is being mailed today for this filing.

SERFF Tracking Number: CHUB-125483140 State: Arkansas

First Filing Company: Federal Insurance Company, ... State Tracking Number: #? \$50

Company Tracking Number: 08-CMP-1-F

TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0003 Commercial Package Liability

Product Name: CUSTOMARQ

Project Name/Number: TRIPRA/TRIPRA 08-CMP-1-F

## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Mortgage Protection Insurance - Cap On Certified Terrorism Losses - Mortgage Holder's Interest	17-02-5058	(Rev. 12-07)	Endorsement/Amendment/Conditions	Replaced Form #:0.00 17-02-5058 Ed. 2-03 Previous Filing #: Ack 3-21-03		17-02-5058_1207 Cap On Cert Terror Losses Mortgage Holders....pdf
Approved	Mining Property Insurance Cap On Certified Terrorism Losses	42-02-1842	(Rev. 12-07)	Endorsement/Amendment/Conditions	Replaced Form #:0.00 42-02-1842 Ed. 2-03 Previous Filing #: Ack 3-21-03		42-02-1842_12-07 Cap On Certified Terrorism Losses ERS Min....pdf
Approved	Power Production Property Insurance Cap On Certified Terrorism Losses	42-02-1846	(Rev. 12-07)	Endorsement/Amendment/Conditions	Replaced Form #:0.00 42-02-1846 Ed. 2-03 Previous Filing #: Ack 3-21-03		42-02-1846_12-07 Cap On Certified Terrorism Losses ERS Pow....pdf
Approved	Pollution Liability Coverage Cap On Certified Terrorism Losses	42-02-1866	(Rev. 12-07)	Endorsement/Amendment/Conditions	Replaced Form #:0.00 42-02-1866 Ed. 01-03 Previous Filing #: "Filed" 2-28-03		42-02-1866_12-07 Cap On Certified Terrorism Losses.pdf
Approved	Property Insurance Cap On Certified Terrorism Losses	80-02-1658	(Rev. 12-07)	Endorsement/Amendment/Conditions	Replaced Form #:0.00 80-02-1658 Ed. 2-03 Previous Filing #:		80-02-1658_1207 Cap on Cert Terr

SERFF Tracking Number: CHUB-125483140 State: Arkansas

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Company Tracking Number: 08-CMP-1-F

TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0003 Commercial Package Liability

Product Name: CUSTOMARQ

Project Name/Number: TRIPRA/TRIPRA 08-CMP-1-F

					Ack 3-21-03	Losses.pdf
Approved	Property Insurance Cap On Certified Terrorism Losses	80-02-1667	(Rev. 12-07)	Endorsement/Amendment/Conditions	Replaced Form #:0.00 80-02-1667 Ed. 2-03 Previous Filing #: Ack 3-21-03	80-02-1667_1207 Cap On Certified Terrorism Losses.pdf
Approved	Liability Insurance Cap On Certified Terrorism Losses	80-02-6403	(Rev. 12-07)	Endorsement/Amendment/Conditions	Replaced Form #:0.00 80-02-6403 Ed. 01-03 Previous Filing #: "Filed" 2-28-03	80-02-6403_1207 Cap On Certified Terrorism Losses .pdf
Approved	Property Insurance Exclusion of Certified Acts of Terrorism/Exception For Certain Fire Losses	17-02-5061	(Rev. 12-07)	Endorsement/Amendment/Conditions	Replaced Form #:0.00 17-02-5061 Rev. 7-03 Previous Filing #: Eff 2-1-04	17-02-5061_1207 Excl Of Cert Acts Of Terror; Except for Ce....pdf
Approved	Property Insurance Exclusion of Certified Acts of Terrorism/Exception For Certain Fire Losses-EDP Property	17-02-5062	(Rev. 12-07)	Endorsement/Amendment/Conditions	Replaced Form #:0.00 17-02-5062 Rev. 7-03 Previous Filing #: Eff 2-1-04	17-02-5062_1207 Exclusion Of Certified Acts Of Terrorism; ....pdf
Approved	Exclusion of Certified Acts of Terrorism/Exception For Certain Fire Losses-Foreclosed Property	17-02-5063	(Rev. 12-07)	Endorsement/Amendment/Conditions	Replaced Form #:0.00 17-02-5063 Ed. 2-03 Previous Filing #: Ack 3-21-03	17-02-5063_1207 Excl Cert Acts of Terror Except Certain Fi....pdf
Approved	Property	17-02-	(Rev. 12-	Endorsement/Amendment/Conditions	Replaced Form #:0.00	17-02-

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TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0003 Commercial Package Liability

Product Name: CUSTOMARQ

Project Name/Number: TRIPRA/TRIPRA 08-CMP-1-F

	Insurance	5064	07)	nt/Amendm	17-02-5064 Rev.	5064_1207
	Exclusion of			ent/Condi	7-03	Excl Of
	Certified Acts of			ons	Previous Filing #:	Certified
	Terrorism/Excepti				Ack 3-21-03	Acts Of
	on for Certain					Terror
	Fire Losses -					Except
	Trust Property					F....pdf
Approved	Mortgage	17-02-	(Rev. 12-	Endorseme Replaced	Replaced Form #:0.00	17-02-
	Protection	5065	07)	nt/Amendm	17-02-5065 Ed.	5065_1207
	Insurance			ent/Condi	2-03	Excl Cert
	Exclusion of			ons	Previous Filing #:	Acts of
	Certified Acts of				Ack 3-21-03	Terror
	Terrorism					Mortgage
	Mortgage					Holders
	Holder's Interest					....pdf
Approved	Property	17-02-	(Rev. 12-	Endorseme Replaced	Replaced Form #:0.00	17-02-
	Insurance	5074	07)	nt/Amendm	17-02-5074	5074_1207
	Exclusion of			ent/Condi	Rev.7-03	Excl Of Cert
	Certified Acts of			ons	Previous Filing #:	Acts Of
	Terrorism/Excepti				Ack 3-21-03	Terror
	on For Certain					Except For
	Fire Losses					Cer....pdf
Approved	Property	17-02-	(Rev. 12-	Endorseme Replaced	Replaced Form #:0.00	17-02-
	Insurance	5075	07)	nt/Amendm	17-02-5075 Rev.	5075_1207
	Exclusion of			ent/Condi	7-03	Excl Of Cert
	Certified Acts of			ons	Previous Filing #:	Acts Of
	Terrorism/Excepti				Ack 3-21-03	Terror
	on For Certain					Except For
	Fire Losses -					Cer....pdf
	EDP Property					
Approved	Property	17-02-	(Rev. 12-	Endorseme Replaced	Replaced Form #:0.00	17-02-
	Insurance	5076	07)	nt/Amendm	17-02-5076 Ed.	5076_1207
	Exclusion Of			ent/Condi	2-03	Excl Of Cert
	Certified Acts Of			ons	Previous Filing #:	Acts Of
	Terrorism/Excepti				Ack 3-21-03	Terror
	on For Certain					Except For
	Fire Losses -					Cer....pdf

SERFF Tracking Number: CHUB-125483140 State: Arkansas  
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 Company Tracking Number: 08-CMP-1-F  
 TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0003 Commercial Package Liability  
 Product Name: CUSTOMARQ  
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	Foreclosed Property					
Approved	Property Insurance Exclusion Of Certified Acts Of Terrorism/Exception For Certain Fire Losses - Trust Property	17-02-5077	(Rev. 12-07)	Endorsement/Amendment/Conditions	Replaced Form #:0.00 17-02-5077 Ed. 2-03 Previous Filing #: Ack 3-21-03	17-02-5077_1207 Excl Of Cert Acts Of Terror Except For Cer....pdf
Approved	Mining Property Insurance Exclusion Of Certified Acts Of Terrorism/Coverage For Certain Fire Losses	42-02-1839	(Rev. 12-07)	Endorsement/Amendment/Conditions	Replaced Form #:0.00 42-02-1839 Ed. 2-03 Previous Filing #: Ack 3-21-03	42-02-1839_12-07 Exclusion Of Certified Acts Of Terrorism-....pdf
Approved	Power Production Property Insurance Exclusion Of Certified Acts Of Terrorism/Coverage For Certain Fire Losses	42-02-1843	(Rev. 12-07)	Endorsement/Amendment/Conditions	Replaced Form #:0.00 42-02-1843 Ed. 2-03 Previous Filing #: Ack 3-21-03	42-02-1843_12-07 Exclusion Of Certified Acts Of Terrorism-....pdf
Approved	Property Insurance Exclusion Of Certified Acts Of Terrorism/Exception For Certain Fire Losses	80-02-1660	(Rev. 12-07)	Endorsement/Amendment/Conditions	Replaced Form #:0.00 80-02-1660 Ed. 2-03 Previous Filing #: Ack 3-21-03	80-02-1660_1207_ Excl of Cert Acts Except Certain Fire Loss....pdf
Approved	Property Insurance Exclusion Of Certified Acts Of Terrorism/Exception	80-02-1661	(Rev. 12-07)	Endorsement/Amendment/Conditions	Replaced Form #:0.00 80-02-1661 Ed. 2-03 Previous Filing #: Ack 3-21-03	80-02-1661_1207 Excl Cert Acts Terr Except Fire

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 Liability  
 Product Name: CUSTOMARQ  
 Project Name/Number: TRIPRA/TRIPRA 08-CMP-1-F

	on For Certain					Losses
	Fire Losses -					Te....pdf
	Telecommunicati					
	ons					
Approved	Property Insurance Exclusion Of Certified Acts Of Terrorism/Excepti on For Certain Fire Losses	80-02-1669	(Rev. 12-07)	Endorseme Replaced nt/Amendm ent/Condi ti ons	Replaced Form #:0.00 80-02-1669 Ed. 2-03 Previous Filing #: Ack 3-21-03	80-02-1669_1207 Exclusion Of Certified Acts Of Terrorism; ....pdf
Approved	Property Insurance Exclusion Of Certified Acts Of Terrorism/Excepti on For Certain Fire Losses - Telecommunicati ons	80-02-1671	(Rev. 12-07)	Endorseme Replaced nt/Amendm ent/Condi ti ons	Replaced Form #:0.00 80-02-1671 Ed. 2-03 Previous Filing #: Ack 3-21-03	80-02-1671_1207 Excl Of Certified Acts Of Terror;Excep t Fo....pdf
Approved	Pollution Liability Coverage Exclusion Of Certified Acts Of Terrorism	42-02-1867	(Rev. 12-07)	Endorseme Replaced nt/Amendm ent/Condi ti ons	Replaced Form #:0.00 42-02-1867 Ed. 01-03 Previous Filing #: "Filed" 2-28-03	42-02-1867_12-07 Exclusion Of Certified Acts Of Terrorism.pdf
Approved	Liability Insurance Exclusion Of Certified Acts Of Terrorism	80-02-6400	(Rev. 12-07)	Endorseme Replaced nt/Amendm ent/Condi ti ons	Replaced Form #:0.00 80-02-6400 Ed. 01-03 Previous Filing #: "Filed" 2-28-03	80-02-6400_1207 Exclusion Of Certified Acts Of Terrorism.pdf
Approved	Property Insurance Certified Acts of	17-02-5087	(Rev. 12-07)	Endorseme Replaced nt/Amendm ent/Condi ti	Replaced Form #:0.00 17-02-5087 Rev 7-03	17-02-5087_1207 Cert Act Of



SERFF Tracking Number: CHUB-125483140 State: Arkansas  
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 TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0003 Commercial Package Liability  
 Product Name: CUSTOMARQ  
 Project Name/Number: TRIPRA/TRIPRA 08-CMP-1-F

	Terrorism			ons	Previous Filing #:	Terror
	Sublimit/Exception For Certain Fire Losses				Eff. 2-1-04	Sublimit-Exception For ....pdf
Approved	Property Insurance Certified Acts Of Terrorism Sublimit/Exception For Certain Fire Losses - EDP Property	17-02-5088	(Rev. 12-07)	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 17-02-5088 Rev 7-03 Previous Filing #: Eff. 2-1-04	17-02-5088_1207 Cert Act Of Terrorism Sublimit-Exception For ....pdf
Approved	Property Insurance Certified Acts Of Terrorism Sublimit/Exception For Certain Fire Losses - Foreclosed Property	17-02-5089	(Rev. 12-07)	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 17-02-5089 Rev. 7-03 Previous Filing #: Eff. 2-1-04	17-02-5089_1207 Cert Act Of Terrorism Sublimit-Except For Cer....pdf
Approved	Property Insurance Certified Acts Of Terrorism Sublimit/Exception For certain Fire Losses - Trust Property	17-02-5090	(Rev. 12-07)	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 17-02-5090 Rev. 7-03 Previous Filing #: Eff. 2-1-04	17-02-5090_1207 Cert Act Of Terrorism Sublimit-Except For Cer....pdf
Approved	Property Insurance Certified Acts Of Terrorism Sublimit/Exception For Certain Fire Losses	80-02-1675	(Rev. 12-07)	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 80-02-1675 Rev. 7-03 Previous Filing #: Eff. 2-1-04	80-02-1675_1207 Certified Act Of Terrorism Sublimit-Except....pdf
Approved	Property	80-02-	(Rev. 12-	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00	80-02-

SERFF Tracking Number: CHUB-125483140 State: Arkansas

First Filing Company: Federal Insurance Company, ... State Tracking Number: #? \$50

Company Tracking Number: 08-CMP-1-F

TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0003 Commercial Package Liability

Product Name: CUSTOMARQ

Project Name/Number: TRIPRA/TRIPRA 08-CMP-1-F

	Insurance	1677	07)	nt/Amendm	80-02-1677 Ed.	1677_1207
	Certified Acts Of			ent/Condi	2-03	Cert Act Of
	Terrorism			ons	Previous Filing #:	Terror
	Sublimit/Exceptio				Ack 3-21-03	Sblmt-
	n For Certain Fire					Exception
	Losses -					For
	Telecommunicati					Cer....pdf
	ons					
Approved	Property	80-02-	(Rev. 12-	Endorseme Replaced	Replaced Form #:0.00	80-02-
	Insurance	1678	07)	nt/Amendm	80-02-1678 (Ed.	1678_1207.p
	Certified Acts of			ent/Condi	2-03)	df
	Terrorism			ons	Previous Filing #:	
	Sublimit/Exceptio				Ack 3-21-03	
	n For Certain Fire					
	Losses - Wineries					
Approved	Property	80-02-	(Rev. 12-	Endorseme Replaced	Replaced Form #:0.00	80-02-
	Insurance	1662	07)	nt/Amendm	80-02-1662 (Ed.	1662_1207.p
	Exclusion of			ent/Condi	2-03)	df
	Certified Acts Of			ons	Previous Filing #:	
	Terrorism/Excepti				Ack 3-21-03	
	on For Certain					
	Fire Losses -					
	Wineries					
Approved	Property	80-02-	(REv. 12-	Endorseme Replaced	Replaced Form #:0.00	80-02-
	Insurance	1672	07)	nt/Amendm	80-02-1672 (Ed.	1672_1207
	Exclusion of			ent/Condi	2-03)	.pdf
	Certified Acts of			ons	Previous Filing #:	
	Terrorism/Excepti				Ack 3-21-03	
	on For Certain					
	Fire Losses -					
	Wineries					
Approved	Important Notice	99-10-	(Rev. 12-	Disclosure/ Replaced	Replaced Form #:0.00	99-10-0732
		0732	07)	Notice	99-10-0732 (Ed.	Important
					1/03)	Notice.pdf
					Previous Filing #:	
					Ack 3-21-03	



# *Mortgage Protection Insurance*

## *Endorsement*

*Policy Period*

*Effective Date*

*Policy Number*

*Insured*

*Name of Company*

*Date Issued*

---

This Endorsement applies to the following forms:

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A new section titled Terrorism Provisions is added to the end of this contract:

### *Terrorism Provisions*

#### *Cap On Certified Terrorism Losses*

If:

- aggregate insured losses attributable to one or more **certified acts of terrorism** under the **terrorism law** exceed \$100 billion in a Program Year (January 1 through December 31); and
- we have met our insurer deductible under the **terrorism law**,

we will not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

---

A new section titled Terrorism Definitions is added.

### *Terrorism Definitions*

#### *Certified Act Of Terrorism*

**Certified act of terrorism** means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act:

- A. of terrorism, a violent act or an act that is dangerous to human life, property or infrastructure;  
and

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## ***Terrorism Definitions***

### ***Certified Act Of Terrorism (continued)***

- B. that results in damage:
1. within the **United States**; or
  2. outside of the **United States** in the case of:
    - a. an air carrier or vessel as described in the **terrorism law**; or
    - b. the premises of a mission of the United States of America,

which was committed by an individual or individuals as part of an effort to:

- coerce the civilian population; or
  - influence the policy or affect the conduct of the Government,
- of the **United States**.

**Certified act of terrorism** does not include an act that:

- is committed as part of the course of a war declared by the Congress of the **United States**; or
- does not result in property and casualty insurance losses that exceed \$5 million in the aggregate and are attributable to all types of insurance subject to the **terrorism law**.

---

### ***State***

**State** means any state of the United States of America, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, each of the United States Virgin Islands, and any territory or possession of the United States of America.

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### ***Terrorism Law***

**Terrorism law** means the Terrorism Risk Insurance Act of 2002 (Pub.L.107-297) as amended by the Terrorism Risk Insurance Extension Act of 2005 (Pub.L.109-144) and the Terrorism Risk Insurance Program Reauthorization Act of 2007 (Pub.L.110-160).

---

### ***United States***

**United States** means:

- a **state**; and
- the territorial sea and the continental shelf of the United States of America, as described in the **terrorism law**.

All other terms and conditions remain unchanged.

Authorized Representative

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# Mining Property Insurance

## Cap On Certified Terrorism Losses Endorsement

Policy Period

Effective Date

Policy Number

Insured

Name of Company

Date Issued

---

A new section titled Terrorism Provisions is added to the end of this contract.

### TERRORISM PROVISIONS

#### CAP ON CERTIFIED TERRORISM LOSSES

If:

- aggregate insured losses attributable to one or more **certified acts of terrorism** under the **terrorism law** exceed \$100 billion in a Program Year (January 1 through December 31); and
- we have met our insurer deductible under the **terrorism law**,

we will not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

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A new section titled Terrorism Definitions is added.

### TERRORISM DEFINITIONS

#### CERTIFIED ACT OF TERRORISM

**Certified act of terrorism** means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act:

- A. of terrorism, a violent act or an act that is dangerous to human life, property or infrastructure;  
and
- B. that results in damage:
1. within the **United States**; or
  2. outside of the **United States** in the case of:
    - a. an air carrier or vessel as described in the **terrorism law**; or
    - b. the premises of a mission of the United States of America,

which was committed by an individual or individuals as part of an effort to:

- coerce the civilian population; or
- influence the policy or affect the conduct of the Government,  
of the **United States**.

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## TERRORISM DEFINITIONS

### CERTIFIED ACT OF TERRORISM (CONTINUED)

**Certified act of terrorism** does not include an act that:

- is committed as part of the course of a war declared by the Congress of the **United States**; or
- does not result in property and casualty insurance losses that exceed \$5 million in the aggregate and are attributable to all types of insurance subject to the **terrorism law**.

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### STATE

**State** means any state of the United States of America, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, each of the United States Virgin Islands, and any territory or possession of the United States of America.

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### TERRORISM LAW

**Terrorism law** means the Terrorism Risk Insurance Act of 2002 (Pub.L.107-297) as amended by the Terrorism Risk Insurance Extension Act of 2005 (Pub.L.109-144) and the Terrorism Risk Insurance Program Reauthorization Act of 2007 (Pub.L.110-160).

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### UNITED STATES

**United States** means:

1. a **state**; and
2. the territorial sea and the continental shelf of the United States of America, as described in the **terrorism law**.

All other terms and conditions remain unchanged.

Authorized Representative

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# ***Power Production Property Insurance***

## ***Cap On Certified Terrorism Losses Endorsement***

*Policy Period*

*Effective Date*

*Policy Number*

*Insured*

*Name of Company*

*Date Issued*

---

A new section titled Terrorism Provisions is added to the end of this contract.

### **TERRORISM PROVISIONS**

#### **CAP ON CERTIFIED TERRORISM LOSSES**

If:

- aggregate insured losses attributable to one or more **certified acts of terrorism** under the **terrorism law** exceed \$100 billion in a Program Year (January 1 through December 31); and
- we have met our insurer deductible under the **terrorism law**,

we will not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

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A new section titled Terrorism Definitions is added.

### **TERRORISM DEFINITIONS**

#### **CERTIFIED ACT OF TERRORISM**

**Certified act of terrorism** means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act:

A. of terrorism, a violent act or an act that is dangerous to human life, property or infrastructure;  
and

B. that results in damage:

1. within the **United States**; or
2. outside of the **United States** in the case of:
  - a. an air carrier or vessel as described in the **terrorism law**; or
  - b. the premises of a mission of the United States of America,

which was committed by an individual or individuals as part of an effort to:

- coerce the civilian population; or
- influence the policy or affect the conduct of the Government,  
of the **United States**.



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## TERRORISM DEFINITIONS

### CERTIFIED ACT OF TERRORISM (CONTINUED)

**Certified act of terrorism** does not include an act that:

- is committed as part of the course of a war declared by the Congress of the **United States**; or
- does not result in property and casualty insurance losses that exceed \$5 million in the aggregate and are attributable to all types of insurance subject to the **terrorism law**.

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### STATE

**State** means any state of the United States of America, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, each of the United States Virgin Islands, and any territory or possession of the United States of America.

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### TERRORISM LAW

**Terrorism law** means the Terrorism Risk Insurance Act of 2002 (Pub.L.107-297) as amended by the Terrorism Risk Insurance Extension Act of 2005 (Pub.L.109-144) and the Terrorism Risk Insurance Program Reauthorization Act of 2007 (Pub.L.110-160).

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### UNITED STATES

**United States** means:

1. a **state**; and
2. the territorial sea and the continental shelf of the United States of America, as described in the **terrorism law**.

All other terms and conditions remain unchanged.

Authorized Representative

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# *Pollution Liability Coverage*

## *Endorsement*

*Endorsement No.*

*Effective Date*

*Policy Number*

*Insured*

*Producer*

---

A new section titled Terrorism Provisions is added to the end of this contract.

### *Terrorism Provisions*

#### 1. Cap On Certified Terrorism Losses

If:

- aggregate insured losses attributable to one or more **certified acts of terrorism** under the **terrorism law** exceed \$100 billion in a Program Year (January 1 through December 31); and
- we have met our insurer deductible under the **terrorism law**,

we will not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

---

A new section titled Terrorism Definitions is added.

### *Terrorism Definitions*

#### 1. **Certified act of terrorism** means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act:

- A. of terrorism, a violent act or an act that is dangerous to human life, property or infrastructure; and
  - B. that results in damage:
    - 1. within the **United States**; or
    - 2. outside of the **United States** in the case of:
      - a. an air carrier or vessel as described in the **terrorism law**; or
      - b. the premises of a mission of the United States of America,
- which was committed by an individual or individuals as part of an effort to:
- coerce the civilian population; or

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***Terrorism Definitions***  
(continued)

- influence the policy or affect the conduct of the Government, of the **United States**.

**Certified act of terrorism** does not include an act that:

- is committed as part of the course of a war declared by the Congress of the **United States**; or
- does not result in property and casualty insurance losses that exceed \$5 million in the aggregate and are attributable to all types of insurance subject to the **terrorism law**.

2. **State** means any state of the United States of America, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, each of the United States Virgin Islands, and any territory or possession of the United States of America.
3. **Terrorism law** means the Terrorism Risk Insurance Act of 2002 (Pub.L.107-297) as amended by the Terrorism Risk Insurance Extension Act of 2005 (Pub.L.109-144) and the Terrorism Risk Insurance Program Reauthorization Act of 2007 (Pub.L.110-160).
4. **United States** means:
  - a. a **state**; and
  - b. the territorial sea and the continental shelf of the United States of America, as described in the **terrorism law**.

All other terms and conditions remain unchanged.

Issue Date

Authorized Representative

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# *Property Insurance*

## *Endorsement*

*Policy Period*

*Effective Date*

*Policy Number*

*Insured*

*Name of Company*

*Date Issued*

---

This Endorsement applies to the following forms:

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A new section titled Terrorism Provisions is added to the end of this contract.

### *Terrorism Provisions*

#### *Cap On Certified Terrorism Losses*

If:

- aggregate insured losses attributable to one or more **certified acts of terrorism** under the **terrorism law** exceed \$100 billion in a Program Year (January 1 through December 31); and
- we have met our insurer deductible under the **terrorism law**,

we will not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

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A new section titled Terrorism Definitions is added.

### *Terrorism Definitions*

#### *Certified Act Of Terrorism*

**Certified act of terrorism** means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act:

- A. of terrorism, a violent act or an act that is dangerous to human life, property or infrastructure;  
and

---

## ***Terrorism Definitions***

### ***Certified Act Of Terrorism (continued)***

- B. that results in damage:
1. within the **United States**; or
  2. outside of the **United States** in the case of:
    - a. an air carrier or vessel as described in the **terrorism law**; or
    - b. the premises of a mission of the United States of America,

which was committed by an individual or individuals as part of an effort to:

- coerce the civilian population; or
  - influence the policy or affect the conduct of the Government,
- of the **United States**.

**Certified act of terrorism** does not include an act that:

- is committed as part of the course of a war declared by the Congress of the **United States**; or
- does not result in property and casualty insurance losses that exceed \$5 million in the aggregate and are attributable to all types of insurance subject to the **terrorism law**.

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### ***State***

**State** means any state of the United States of America, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, each of the United States Virgin Islands, and any territory or possession of the United States of America.

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### ***Terrorism Law***

**Terrorism law** means the Terrorism Risk Insurance Act of 2002 (Pub.L.107-297) as amended by the Terrorism Risk Insurance Extension Act of 2005 (Pub.L.109-144) and the Terrorism Risk Insurance Program Reauthorization Act of 2007 (Pub.L.110-160).

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### ***United States***

**United States** means:

- a **state**; and
- the territorial sea and the continental shelf of the United States of America, as described in the **terrorism law**.

All other terms and conditions remain unchanged.

Authorized Representative

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# ***Property Insurance***

## ***Endorsement***

*Policy Period*

*Effective Date*

*Policy Number*

*Insured*

*Name of Company*

*Date Issued*

---

This Endorsement applies to the following forms:

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### **SCHEDULE OF PREMISES**

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**Policy language follows**

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# Property Insurance

## Endorsement

Effective Date

Policy Number

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A new section titled Terrorism Provisions is added to the end of this contract only with respect to the premises shown in the Schedule of Premises above.

### Terrorism Provisions

#### Cap On Certified Terrorism Losses

If:

- aggregate insured losses attributable to one or more **certified acts of terrorism** under the **terrorism law** exceed \$100 billion in a Program Year (January 1 through December 31); and
- we have met our insurer deductible under the **terrorism law**,

we will not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

---

A new section titled Terrorism Definitions is added only with respect to the premises shown in the Schedule of Premises above.

### Terrorism Definitions

#### Certified Act Of Terrorism

**Certified act of terrorism** means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act:

- A. of terrorism, a violent act or an act that is dangerous to human life, property or infrastructure; and
- B. that results in damage:
  - 1. within the **United States**; or
  - 2. outside of the **United States** in the case of:
    - a. an air carrier or vessel as described in the **terrorism law**; or
    - b. the premises of a mission of the United States of America,

which was committed by an individual or individuals as part of an effort to:

- coerce the civilian population; or
  - influence the policy or affect the conduct of the Government,
- of the **United States**.



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## ***Terrorism Definitions***

### ***Certified Act Of Terrorism (continued)***

**Certified act of terrorism** does not include an act that:

- is committed as part of the course of a war declared by the Congress of the **United States**; or
- does not result in property and casualty insurance losses that exceed \$5 million in the aggregate and are attributable to all types of insurance subject to the **terrorism law**.

---

### ***State***

**State** means any state of the United States of America, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, each of the United States Virgin Islands, and any territory or possession of the United States of America.

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### ***Terrorism Law***

**Terrorism law** means the Terrorism Risk Insurance Act of 2002 (Pub.L.107-297) as amended by the Terrorism Risk Insurance Extension Act of 2005 (Pub.L.109-144) and the Terrorism Risk Insurance Program Reauthorization Act of 2007 (Pub.L.110-160).

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### ***United States***

**United States** means:

- a **state**; and
- the territorial sea and the continental shelf of the United States of America, as described in the **terrorism law**.

All other terms and conditions remain unchanged.

Authorized Representative

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# *Liability Insurance*

## *Endorsement*

*Policy Period*

*Effective Date*

*Policy Number*

*Insured*

*Name of Company*

*Date Issued*

---

This Endorsement applies to the following forms:

---

A new section titled Terrorism Provisions is added to the end of this contract.

### *Terrorism Provisions*

#### *Cap On Certified Terrorism Losses*

If:

- aggregate insured losses attributable to one or more **certified acts of terrorism** under the **terrorism law** exceed \$100 billion in a Program Year (January 1 through December 31); and
- we have met our insurer deductible under the **terrorism law**,

we will not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

---

A new section titled Terrorism Definitions is added.

### *Terrorism Definitions*

#### *Certified Act Of Terrorism*

**Certified act of terrorism** means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act:

- A. of terrorism, a violent act or an act that is dangerous to human life, property or infrastructure;  
and

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## ***Terrorism Definitions***

### ***Certified Act Of Terrorism (continued)***

- B. that results in damage:
1. within the **United States**; or
  2. outside of the **United States** in the case of:
    - a. an air carrier or vessel as described in the **terrorism law**; or
    - b. the premises of a mission of the United States of America,

which was committed by an individual or individuals as part of an effort to:

- coerce the civilian population; or
  - influence the policy or affect the conduct of the Government,
- of the **United States**.

**Certified act of terrorism** does not include an act that:

- is committed as part of the course of a war declared by the Congress of the **United States**; or
- does not result in property and casualty insurance losses that exceed \$5 million in the aggregate and are attributable to all types of insurance subject to the **terrorism law**.

---

### ***State***

**State** means any state of the United States of America, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, each of the United States Virgin Islands, and any territory or possession of the United States of America.

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### ***Terrorism Law***

**Terrorism law** means the Terrorism Risk Insurance Act of 2002 (Pub.L.107-297) as amended by the Terrorism Risk Insurance Extension Act of 2005 (Pub.L.109-144) and the Terrorism Risk Insurance Program Reauthorization Act of 2007 (Pub.L.110-160).

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### ***United States***

**United States** means:

- a **state**; and
- the territorial sea and the continental shelf of the United States of America, as described in the **terrorism law**.

All other terms and conditions remain unchanged.

Authorized Representative

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# *Property Insurance*

## *Endorsement*

*Policy Period*

*Effective Date*

*Policy Number*

*Insured*

*Name of Company*

*Date Issued*

---

This Endorsement applies to the following forms:

---

A new section titled Terrorism Provisions is added to the end of this contract:

### *Terrorism Provisions*

#### *Certified Act Of Terrorism Exclusion*

This insurance does not apply to loss or damage caused directly or indirectly by a **certified act of terrorism**, regardless of any other cause or event that contributes:

- concurrently; or
- in any sequence,

to the loss or damage.

This Certified Act Of Terrorism exclusion does not apply to ensuing loss or damage caused by or resulting from fire. This exception for fire applies:

- only to direct physical loss or damage by fire to **building, personal property, electronic data processing property, foreclosed property or trust property**. Therefore, for example, the exception does not apply to insurance provided under **business income** and/or **extra expense** or endorsements which apply to these forms, or to the Care, Custody Or Control Legal Liability contract; and

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## ***Terrorism Provisions***

### ***Certified Act Of Terrorism Exclusion (continued)***

- if the fire would be covered under this insurance and there is a law in effect in the jurisdiction where the loss or damage occurs that expressly prohibits us from excluding such ensuing loss or damage.

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### ***Application Of Other Exclusions***

The terms and limitations of any terrorism exclusion or sublimit, or the inapplicability or omission of a terrorism exclusion or sublimit, do not serve to create coverage for any loss which would otherwise be excluded or sublimited under this policy, such as losses excluded by the Nuclear Hazard exclusion or the War And Military Action exclusion.

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### ***Ordinance Or Law Loss Payment Basis***

The Ordinance Or Law Loss Payment Basis provision does not apply to loss or damage caused by or resulting from fire which ensues from a **certified act of terrorism**.

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### ***Ensuing Fire Loss Payment Basis Exception***

**Building, personal property, electronic data processing equipment, communication property, mobile communication property or trust property** which suffers direct physical loss or damage caused by or resulting from fire which ensues from a **certified act of terrorism** is valued on an actual cash value basis, subject to all other exceptions described under Loss Payment Basis Exceptions.

**Electronic data** which suffers direct physical loss or damage caused by or resulting from fire which ensues from a **certified act of terrorism** is valued based on the cost of replacing **blank media**.

**Foreclosed property** which suffers direct physical loss or damage caused by or resulting from fire which ensues from a **certified act of terrorism** is valued at the lesser of:

- actual cash value basis; or
- your **foreclosed property financial interest**.

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### ***Cap On Ensuing Fire Resulting From Certified Terrorism Losses***

If:

- aggregate insured losses attributable to one or more **certified acts of terrorism** under the **terrorism law** exceed \$100 billion in a Program Year (January 1 through December 31); and
- we have met our insurer deductible under the **terrorism law**,

we will not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

---

A new section titled Terrorism Definitions is added.

## ***Terrorism Definitions***

### ***Certified Act Of Terrorism***

**Certified act of terrorism** means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act:

- A. of terrorism, a violent act or an act that is dangerous to human life, property or infrastructure; and

# Property Insurance

## Endorsement

Effective Date

Policy Number

---

### Terrorism Definitions

#### *Certified Act Of Terrorism (continued)*

- B. that results in damage:
1. within the **United States**; or
  2. outside of the **United States** in the case of:
    - a. an air carrier or vessel as described in the **terrorism law**; or
    - b. the premises of a mission of the United States of America,

which was committed by an individual or individuals as part of an effort to:

- coerce the civilian population; or
  - influence the policy or affect the conduct of the Government,
- of the **United States**.

**Certified act of terrorism** does not include an act that:

- is committed as part of the course of a war declared by the Congress of the **United States**; or
- does not result in property and casualty insurance losses that exceed \$5 million in the aggregate and are attributable to all types of insurance subject to the **terrorism law**.

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#### *State*

**State** means any state of the United States of America, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, each of the United States Virgin Islands, and any territory or possession of the United States of America.

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#### *Terrorism Law*

**Terrorism law** means the Terrorism Risk Insurance Act of 2002 (Pub.L.107-297) as amended by the Terrorism Risk Insurance Extension Act of 2005 (Pub.L.109-144) and the Terrorism Risk Insurance Program Reauthorization Act of 2007 (Pub.L.110-160).

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#### *United States*

**United States** means:

- a **state**; and

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## ***Terrorism Definitions***

*United States*  
(continued)

- the territorial sea and the continental shelf of the United States of America, as described in the **terrorism law**.

All other terms and conditions remain unchanged.

Authorized Representative

---

# *Property Insurance*

## *Endorsement*

*Policy Period*

*Effective Date*

*Policy Number*

*Insured*

*Name of Company*

*Date Issued*

---

This Endorsement applies to the following forms:

---

A new section titled Terrorism Provisions is added to the end of this contract:

### *Terrorism Provisions*

#### *Certified Act Of Terrorism Exclusion*

This insurance does not apply to loss or damage caused directly or indirectly by a **certified act of terrorism**, regardless of any other cause or event that contributes:

- concurrently; or
- in any sequence,

to the loss or damage.

This Certified Act Of Terrorism exclusion does not apply to ensuing loss or damage caused by or resulting from fire. This exception for fire applies:

- only to direct physical loss or damage by fire to **electronic data processing property**. Therefore, for example, the exception does not apply to insurance provided under **business income** and/or **extra expense** or endorsements which apply to these forms; and
  - if the fire would be covered under this insurance and there is a law in effect in the jurisdiction where the loss or damage occurs that expressly prohibits us from excluding such ensuing loss or damage.
-



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## **Terrorism Provisions**

*(continued)*

### **Application Of Other Exclusions**

The terms and limitations of any terrorism exclusion or sublimit, or the inapplicability or omission of a terrorism exclusion or sublimit, do not serve to create coverage for any loss which would otherwise be excluded or sublimited under this policy, such as losses excluded by the Nuclear Hazard exclusion or the War And Military Action exclusion.

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### **Ensuing Fire Loss Payment Basis Exception**

**Electronic data processing equipment, communication property or mobile communication property** which suffers direct physical loss or damage caused by or resulting from fire which ensues from a **certified act of terrorism** is valued on an actual cash value basis, subject to all other exceptions described under Loss Payment Basis Exceptions.

**Electronic data** which suffers direct physical loss or damage caused by or resulting from fire which ensues from a **certified act of terrorism** is valued based on the cost of replacing **blank media**.

---

### **Cap On Ensuing Fire Resulting From Certified Terrorism Losses**

If:

- aggregate insured losses attributable to one or more **certified acts of terrorism** under the **terrorism law** exceed \$100 billion in a Program Year (January 1 through December 31); and
- we have met our insurer deductible under the **terrorism law**,

we will not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

---

A new section titled Terrorism Definitions is added.

## **Terrorism Definitions**

### **Certified Act Of Terrorism**

**Certified act of terrorism** means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act:

- A. of terrorism, a violent act or an act that is dangerous to human life, property or infrastructure; and
- B. that results in damage:
  - 1. within the **United States**; or
  - 2. outside of the **United States** in the case of:
    - a. an air carrier or vessel as described in the **terrorism law**; or
    - b. the premises of a mission of the United States of America,

which was committed by an individual or individuals as part of an effort to:

- coerce the civilian population; or
  - influence the policy or affect the conduct of the Government,
- of the **United States**.

# Property Insurance

## Endorsement

Effective Date

Policy Number

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### Terrorism Definitions

#### *Certified Act Of Terrorism (continued)*

**Certified act of terrorism** does not include an act that:

- is committed as part of the course of a war declared by the Congress of the **United States**; or
- does not result in property and casualty insurance losses that exceed \$5 million in the aggregate and are attributable to all types of insurance subject to the **terrorism law**.

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#### *State*

**State** means any state of the United States of America, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, each of the United States Virgin Islands, and any territory or possession of the United States of America.

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#### *Terrorism Law*

**Terrorism law** means the Terrorism Risk Insurance Act of 2002 (Pub.L.107-297) as amended by the Terrorism Risk Insurance Extension Act of 2005 (Pub.L.109-144) and the Terrorism Risk Insurance Program Reauthorization Act of 2007 (Pub.L.110-160).

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#### *United States*

**United States** means:

- a **state**; and
- the territorial sea and the continental shelf of the United States of America, as described in the **terrorism law**.

All other terms and conditions remain unchanged.

Authorized Representative

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# ***Property Insurance***

## ***Endorsement***

*Policy Period*

*Effective Date*

*Policy Number*

*Insured*

*Name of Company*

*Date Issued*

---

This Endorsement applies to the following forms:

---

A new section titled Terrorism Provisions is added to the end of this contract:

### ***Terrorism Provisions***

#### ***Certified Act Of Terrorism Exclusion***

This insurance does not apply to loss or damage caused directly or indirectly by a **certified act of terrorism**, regardless of any other cause or event that contributes:

- concurrently; or
- in any sequence,

to the loss or damage.

This Certified Act Of Terrorism exclusion does not apply to ensuing loss or damage caused by or resulting from fire. This exception for fire applies:

- only to direct physical loss or damage by fire to **foreclosed property**; and
- if the fire would be covered under this insurance and there is a law in effect in the jurisdiction where the loss or damage occurs that expressly prohibits us from excluding such ensuing loss or damage.

---

## ***Terrorism Provisions***

*(continued)*

### ***Application Of Other Exclusions***

The terms and limitations of any terrorism exclusion or sublimit, or the inapplicability or omission of a terrorism exclusion or sublimit, do not serve to create coverage for any loss which would otherwise be excluded or sublimited under this policy, such as losses excluded by the Nuclear Hazard exclusion or the War And Military Action exclusion.

---

### ***Ensuing Fire Loss Payment Basis Exception***

**Foreclosed property** which suffers direct physical loss or damage caused by or resulting from fire which ensues from a **certified act of terrorism** is valued at the lesser of:

- actual cash value basis; or
- your **foreclosed property financial interest**.

---

### ***Cap On Ensuing Fire Resulting From Certified Terrorism Losses***

If:

- aggregate insured losses attributable to one or more **certified acts of terrorism** under the **terrorism law** exceed \$100 billion in a Program Year (January 1 through December 31); and
- we have met our insurer deductible under the **terrorism law**,

we will not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

---

A new section titled Terrorism Definitions is added.

## ***Terrorism Definitions***

### ***Certified Act Of Terrorism***

**Certified act of terrorism** means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act:

- A. of terrorism, a violent act or an act that is dangerous to human life, property or infrastructure; and
- B. that results in damage:
  - 1. within the **United States**; or
  - 2. outside of the **United States** in the case of:
    - a. an air carrier or vessel as described in the **terrorism law**; or
    - b. the premises of a mission of the United States of America,

which was committed by an individual or individuals as part of an effort to:

- coerce the civilian population; or
  - influence the policy or affect the conduct of the Government,
- of the **United States**.

**Certified act of terrorism** does not include an act that:

- is committed as part of the course of a war declared by the Congress of the **United States**; or

# Property Insurance

## Endorsement

Effective Date

Policy Number

---

### Terrorism Definitions

*Certified Act Of  
Terrorism  
(continued)*

- does not result in property and casualty insurance losses that exceed \$5 million in the aggregate and are attributable to all types of insurance subject to the **terrorism law**.

*State*

**State** means any state of the United States of America, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, each of the United States Virgin Islands, and any territory or possession of the United States of America.

*Terrorism Law*

**Terrorism law** means the Terrorism Risk Insurance Act of 2002 (Pub.L.107-297) as amended by the Terrorism Risk Insurance Extension Act of 2005 (Pub.L.109-144) and the Terrorism Risk Insurance Program Reauthorization Act of 2007 (Pub.L.110-160).

*United States*

**United States** means:

- a **state**; and
- the territorial sea and the continental shelf of the United States of America, as described in the **terrorism law**.

All other terms and conditions remain unchanged.

Authorized Representative

# *Property Insurance*

## *Endorsement*

*Policy Period*

*Effective Date*

*Policy Number*

*Insured*

*Name of Company*

*Date Issued*

---

This Endorsement applies to the following forms:

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A new section titled Terrorism Provisions is added to the end of this contract:

### *Terrorism Provisions*

#### *Certified Act Of Terrorism Exclusion*

This insurance does not apply to loss or damage caused directly or indirectly by a **certified act of terrorism**, regardless of any other cause or event that contributes:

- concurrently; or
- in any sequence,

to the loss or damage.

This Certified Act Of Terrorism exclusion does not apply to ensuing loss or damage caused by or resulting from fire. This exception for fire applies:

- only to direct physical loss or damage by fire to **trust property**; and
- if the fire would be covered under this insurance and there is a law in effect in the jurisdiction where the loss or damage occurs that expressly prohibits us from excluding such ensuing loss or damage.

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## ***Terrorism Provisions***

*(continued)*

### ***Application Of Other Exclusions***

The terms and limitations of any terrorism exclusion or sublimit, or the inapplicability or omission of a terrorism exclusion or sublimit, do not serve to create coverage for any loss which would otherwise be excluded or sublimited under this policy, such as losses excluded by the Nuclear Hazard exclusion or the War And Military Action exclusion.

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### ***Ensuing Fire Loss Payment Basis Exception***

**Trust property** which suffers direct physical loss or damage caused by or resulting from fire which ensues from a **certified act of terrorism** is valued on an actual cash value basis, subject to all other exceptions described under Loss Payment Basis Exceptions.

---

### ***Cap On Ensuing Fire Resulting From Certified Terrorism Losses***

If:

- aggregate insured losses attributable to one or more **certified acts of terrorism** under the **terrorism law** exceed \$100 billion in a Program Year (January 1 through December 31); and
- we have met our insurer deductible under the **terrorism law**,

we will not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

---

A new section titled Terrorism Definitions is added.

## ***Terrorism Definitions***

### ***Certified Act Of Terrorism***

**Certified act of terrorism** means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act:

- A. of terrorism, a violent act or an act that is dangerous to human life, property or infrastructure; and
- B. that results in damage:
  - 1. within the **United States**; or
  - 2. outside of the **United States** in the case of:
    - a. an air carrier or vessel as described in the **terrorism law**; or
    - b. the premises of a mission of the United States of America

which was committed by an individual or individuals as part of an effort to:

- coerce the civilian population; or
- influence the policy or affect the conduct of the Government, of the **United States**.

**Certified act of terrorism** does not include an act that:

- is committed as part of the course of a war declared by the Congress of the **United States**; or

# Property Insurance

## Endorsement

Effective Date

Policy Number

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### Terrorism Definitions

*Certified Act Of  
Terrorism  
(continued)*

- does not result in property and casualty insurance losses that exceed \$5 million in the aggregate and are attributable to all types of insurance subject to the **terrorism law**.

*State*

**State** means any state of the United States of America, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, each of the United States Virgin Islands, and any territory or possession of the United States of America.

*Terrorism Law*

**Terrorism law** means the Terrorism Risk Insurance Act of 2002 (Pub.L.107-297) as amended by the Terrorism Risk Insurance Extension Act of 2005 (Pub.L.109-144) and the Terrorism Risk Insurance Program Reauthorization Act of 2007 (Pub.L.110-160).

*United States*

**United States** means:

- a **state**; and
- the territorial sea and the continental shelf of the United States of America, as described in the **terrorism law**.

All other terms and conditions remain unchanged.

Authorized Representative



# ***Mortgage Protection Insurance***

## ***Endorsement***

*Policy Period*

*Effective Date*

*Policy Number*

*Insured*

*Name of Company*

*Date Issued*

---

This Endorsement applies to the following forms:

---

A new section titled Terrorism Provisions is added to the end of this contract:

### ***Terrorism Provisions***

#### ***Certified Act Of Terrorism Exclusion***

This insurance does not apply to loss or damage caused directly or indirectly by a **certified act of terrorism**, regardless of any other cause or event that contributes:

- concurrently; or
  - in any sequence,
- to the loss or damage.

#### ***Application Of Other Exclusions***

The terms and limitations of any terrorism exclusion or sublimit, or the inapplicability or omission of a terrorism exclusion or sublimit, do not serve to create coverage for any loss which would otherwise be excluded or sublimited under this policy, such as losses excluded by the Nuclear Hazard exclusion or the War And Military Action exclusion.

---

A new section titled Terrorism Definitions is added.

## ***Terrorism Definitions***

### ***Certified Act Of Terrorism***

**Certified act of terrorism** means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act:

- A. of terrorism, a violent act or an act that is dangerous to human life, property or infrastructure;  
and
- B. that results in damage:
  - 1. within the **United States**; or
  - 2. outside of the **United States** in the case of:
    - a. an air carrier or vessel as described in the **terrorism law**; or
    - b. the premises of a mission of the United States of America,

which was committed by an individual or individuals as part of an effort to:

- coerce the civilian population; or
- influence the policy or affect the conduct of the Government,  
of the **United States**.

**Certified act of terrorism** does not include an act that:

- is committed as part of the course of a war declared by the Congress of the **United States**; or
- does not result in property and casualty insurance losses that exceed \$5 million in the aggregate and are attributable to all types of insurance subject to the **terrorism law**.

---

### ***State***

**State** means any state of the United States of America, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, each of the United States Virgin Islands, and any territory or possession of the United States of America.

---

### ***Terrorism Law***

**Terrorism law** means the Terrorism Risk Insurance Act of 2002 (Pub.L.107-297) as amended by the Terrorism Risk Insurance Extension Act of 2005 (Pub.L.109-144) and the Terrorism Risk Insurance Program Reauthorization Act of 2007 (Pub.L.110-160).

---

### ***United States***

**United States** means:

- a **state**; and

# ***Mortgage Protection Insurance***

## ***Endorsement***

*Effective Date*

*Policy Number*

---

### ***Terrorism Definitions***

*United States  
(continued)*

- the territorial sea and the continental shelf of the United States of America, as described in the **terrorism law**.

All other terms and conditions remain unchanged.

*Authorized Representative*

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# ***Property Insurance***

## ***Endorsement***

*Policy Period*

*Effective Date*

*Policy Number*

*Insured*

*Name of Company*

*Date Issued*

---

This Endorsement applies to the following forms:

---

### **SCHEDULE**

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**Policy language follows**

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# Property Insurance

## Endorsement

Effective Date

Policy Number

A new section titled Terrorism Provisions is added to the end of this contract only with respect to the premises shown in the Schedule of Premises above.

### Terrorism Provisions

#### Certified Act Of Terrorism Exclusion

This insurance does not apply to loss or damage caused directly or indirectly by a **certified act of terrorism**, regardless of any other cause or event that contributes:

- concurrently; or
- in any sequence,

to the loss or damage.

This Certified Act Of Terrorism exclusion does not apply to ensuing loss or damage caused by or resulting from fire. This exception for fire applies:

- only to direct physical loss or damage by fire to **building, personal property, electronic data processing property, foreclosed property or trust property**. Therefore, for example, the exception does not apply to insurance provided under **business income** and/or **extra expense** or endorsements which apply to these forms, or to the Care, Custody Or Control Legal Liability contract; and
- if the fire would be covered under this insurance and there is a law in effect in the jurisdiction where the loss or damage occurs that expressly prohibits us from excluding such ensuing loss or damage.

#### Application Of Other Exclusions

The terms and limitations of any terrorism exclusion or sublimit, or the inapplicability or omission of a terrorism exclusion or sublimit, do not serve to create coverage for any loss which would otherwise be excluded or sublimited under this policy, such as losses excluded by the Nuclear Hazard exclusion or the War And Military Action exclusion.

#### Ordinance Or Law Loss Payment Basis

The Ordinance Or Law Loss Payment Basis provision does not apply to loss or damage caused by or resulting from fire which ensues from a **certified act of terrorism**.

#### Ensuing Fire Loss Payment Basis Exception

**Building, personal property, electronic data processing equipment, communication property, mobile communication property or trust property** which suffers direct physical loss or damage caused by or resulting from fire which ensues from a **certified act of terrorism** is valued on an actual cash value basis, subject to all other exceptions described under Loss Payment Basis Exceptions.

**Electronic data** which suffers direct physical loss or damage caused by or resulting from fire which ensues from a **certified act of terrorism** is valued based on the cost of replacing **blank media**.

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## ***Terrorism Provisions***

### ***Ensuing Fire Loss Payment Basis Exception (continued)***

**Foreclosed property** which suffers direct physical loss or damage caused by or resulting from fire which ensues from a **certified act of terrorism** is valued at the lesser of:

- actual cash value basis; or
- your **foreclosed property financial interest**.

---

### ***Cap On Ensuing Fire Resulting From Certified Terrorism Losses***

If:

- aggregate insured losses attributable to one or more **certified acts of terrorism** under the **terrorism law** exceed \$100 billion in a Program Year (January 1 through December 31); and
- we have met our insurer deductible under the **terrorism law**,

we will not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

---

A new section titled Terrorism Definitions is added only with respect to the premises shown in the Schedule of Premises above.

## ***Terrorism Definitions***

### ***Certified Act Of Terrorism***

**Certified act of terrorism** means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act:

- A. of terrorism, a violent act or an act that is dangerous to human life, property or infrastructure; and
- B. that results in damage:
  - 1. within the **United States**; or
  - 2. outside of the **United States** in the case of:
    - a. an air carrier or vessel as described in the **terrorism law**; or
    - b. the premises of a mission of the United States of America,

which was committed by an individual or individuals as part of an effort to:

- coerce the civilian population; or
- influence the policy or affect the conduct of the Government,  
of the **United States**.

**Certified act of terrorism** does not include an act that:

- is committed as part of the course of a war declared by the Congress of the **United States**; or
  - does not result in property and casualty insurance losses that exceed \$5 million in the aggregate and are attributable to all types of insurance subject to the **terrorism law**.
-

# *Property Insurance*

## *Endorsement*

*Effective Date*

*Policy Number*

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### ***Terrorism Definitions***

*(continued)*

*State*

**State** means any state of the United States of America, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, each of the United States Virgin Islands, and any territory or possession of the United States of America.

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*Terrorism Law*

**Terrorism law** means the Terrorism Risk Insurance Act of 2002 (Pub.L.107-297) as amended by the Terrorism Risk Insurance Extension Act of 2005 (Pub.L.109-144) and the Terrorism Risk Insurance Program Reauthorization Act of 2007 (Pub.L.110-160).

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*United States*

**United States** means:

- a **state**; and
- the territorial sea and the continental shelf of the United States of America, as described in the **terrorism law**.

All other terms and conditions remain unchanged.

*Authorized Representative*

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# ***Property Insurance***

## ***Endorsement***

*Policy Period*

*Effective Date*

*Policy Number*

*Insured*

*Name of Company*

*Date Issued*

---

This Endorsement applies to the following forms:

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### **SCHEDULE**

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**Policy language follows**

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# Property Insurance

## Endorsement

Effective Date

Policy Number

---

A new section titled Terrorism Provisions is added to the end of this contract only with respect to the premises shown in the Schedule of Premises above.

### Terrorism Provisions

#### Certified Act Of Terrorism Exclusion

This insurance does not apply to loss or damage caused directly or indirectly by a **certified act of terrorism**, regardless of any other cause or event that contributes:

- concurrently; or
- in any sequence,

to the loss or damage.

This Certified Act Of Terrorism exclusion does not apply to ensuing loss or damage caused by or resulting from fire. This exception for fire applies:

- only to direct physical loss or damage by fire to **electronic data processing property**. Therefore, for example, the exception does not apply to insurance provided under **business income** and/or **extra expense** or endorsements which apply to these forms; and
- if the fire would be covered under this insurance and there is a law in effect in the jurisdiction where the loss or damage occurs that expressly prohibits us from excluding such ensuing loss or damage.

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#### Application Of Other Exclusions

The terms and limitations of any terrorism exclusion or sublimit, or the inapplicability or omission of a terrorism exclusion or sublimit, do not serve to create coverage for any loss which would otherwise be excluded or sublimited under this policy, such as losses excluded by the Nuclear Hazard exclusion or the War And Military Action exclusion.

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#### Ensuing Fire Loss Payment Basis Exception

**Electronic data processing equipment, communication property or mobile communication property** which suffers direct physical loss or damage caused by or resulting from fire which ensues from a **certified act of terrorism** is valued on an actual cash value basis, subject to all other exceptions described under Loss Payment Basis Exceptions.

**Electronic data** which suffers direct physical loss or damage caused by or resulting from fire which ensues from a **certified act of terrorism** is valued based on the cost of replacing **blank media**.

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## ***Terrorism Provisions***

*(continued)*

### ***Cap On Ensuing Fire Resulting From Certified Terrorism Losses***

If:

- aggregate insured losses attributable to one or more **certified acts of terrorism** under the **terrorism law** exceed \$100 billion in a Program Year (January 1 through December 31); and
- we have met our insurer deductible under the **terrorism law**,

we will not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

---

A new section titled Terrorism Definitions is added only with respect to the premises shown in the Schedule of Premises above.

## ***Terrorism Definitions***

### ***Certified Act Of Terrorism***

**Certified act of terrorism** means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act:

- A. of terrorism, a violent act or an act that is dangerous to human life, property or infrastructure; and
- B. that results in damage:
  - 1. within the **United States**; or
  - 2. outside of the **United States** in the case of:
    - a. an air carrier or vessel as described in the **terrorism law**; or
    - b. the premises of a mission of the United States of America,

which was committed by an individual or individuals as part of an effort to:

- coerce the civilian population; or
  - influence the policy or affect the conduct of the Government,
- of the **United States**.

**Certified act of terrorism** does not include an act that:

- is committed as part of the course of a war declared by the Congress of the **United States**; or
- does not result in property and casualty insurance losses that exceed \$5 million in the aggregate and are attributable to all types of insurance subject to the **terrorism law**.

---

### ***State***

**State** means any state of the United States of America, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, each of the United States Virgin Islands, and any territory or possession of the United States of America.

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# *Property Insurance*

## *Endorsement*

*Effective Date*

*Policy Number*

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### ***Terrorism Definitions***

*(continued)*

#### *Terrorism Law*

**Terrorism law** means the Terrorism Risk Insurance Act of 2002 (Pub.L.107-297) as amended by the Terrorism Risk Insurance Extension Act of 2005 (Pub.L.109-144) and the Terrorism Risk Insurance Program Reauthorization Act of 2007 (Pub.L.110-160).

---

#### *United States*

**United States** means:

- a **state**; and
- the territorial sea and the continental shelf of the United States of America, as described in the **terrorism law**.

All other terms and conditions remain unchanged.

*Authorized Representative*

---

# ***Property Insurance***

## ***Endorsement***

*Policy Period*

*Effective Date*

*Policy Number*

*Insured*

*Name of Company*

*Date Issued*

---

This Endorsement applies to the following forms:

---

### **SCHEDULE**

---

**Policy language follows**

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# Property Insurance

## Endorsement

Effective Date

Policy Number

A new section titled Terrorism Provisions is added to the end of this contract only with respect to the premises shown in the Schedule of Premises above.

### Terrorism Provisions

#### Certified Act Of Terrorism Exclusion

This insurance does not apply to loss or damage caused directly or indirectly by a **certified act of terrorism**, regardless of any other cause or event that contributes:

- concurrently; or
- in any sequence,

to the loss or damage.

This Certified Act Of Terrorism exclusion does not apply to ensuing loss or damage caused by or resulting from fire. This exception for fire applies:

- only to direct physical loss or damage by fire to **foreclosed property**; and
- if the fire would be covered under this insurance and there is a law in effect in the jurisdiction where the loss or damage occurs that expressly prohibits us from excluding such ensuing loss or damage.

#### Application Of Other Exclusions

The terms and limitations of any terrorism exclusion or sublimit, or the inapplicability or omission of a terrorism exclusion or sublimit, do not serve to create coverage for any loss which would otherwise be excluded or sublimited under this policy, such as losses excluded by the Nuclear Hazard exclusion or the War And Military Action exclusion.

#### Ensuing Fire Loss Payment Basis Exception

**Foreclosed property** which suffers direct physical loss or damage caused by or resulting from fire which ensues from a **certified act of terrorism** is valued at the lesser of:

- actual cash value basis; or
- your **foreclosed property financial interest**.

#### Cap On Ensuing Fire Resulting From Certified Terrorism Losses

If:

- aggregate insured losses attributable to one or more **certified acts of terrorism** under the **terrorism law** exceed \$100 billion in a Program Year (January 1 through December 31); and
- we have met our insurer deductible under the **terrorism law**,

we will not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.



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A new section titled Terrorism Definitions is added only with respect to the premises shown in the Schedule of Premises above.

## ***Terrorism Definitions***

### ***Certified Act Of Terrorism***

**Certified act of terrorism** means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act:

- A. of terrorism, a violent act or an act that is dangerous to human life, property or infrastructure; and
- B. that results in damage:
  - 1. within the **United States**; or
  - 2. outside of the **United States** in the case of:
    - a. an air carrier or vessel as described in the **terrorism law**; or
    - b. the premises of a mission of the United States of America,

which was committed by an individual or individuals as part of an effort to:

- coerce the civilian population; or
  - influence the policy or affect the conduct of the Government,
- of the **United States**.

**Certified act of terrorism** does not include an act that:

- is committed as part of the course of a war declared by the Congress of the **United States**; or
- does not result in property and casualty insurance losses that exceed \$5 million in the aggregate and are attributable to all types of insurance subject to the **terrorism law**.

---

### ***State***

**State** means any state of the United States of America, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, each of the United States Virgin Islands, and any territory or possession of the United States of America.

---

### ***Terrorism Law***

**Terrorism law** means the Terrorism Risk Insurance Act of 2002 (Pub.L.107-297) as amended by the Terrorism Risk Insurance Extension Act of 2005 (Pub.L.109-144) and the Terrorism Risk Insurance Program Reauthorization Act of 2007 (Pub.L.110-160).

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### ***United States***

**United States** means:

- a **state**; and

# *Property Insurance*

## *Endorsement*

*Effective Date*

*Policy Number*

---

### *Terrorism Definitions*

*United States  
(continued)*

- the territorial sea and the continental shelf of the United States of America, as described in the **terrorism law**.

All other terms and conditions remain unchanged.

*Authorized Representative*

---

# ***Property Insurance***

## ***Endorsement***

*Policy Period*

*Effective Date*

*Policy Number*

*Insured*

*Name of Company*

*Date Issued*

---

This Endorsement applies to the following forms:

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### **SCHEDULE**

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**Policy language follows**

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# Property Insurance

## Endorsement

Effective Date

Policy Number

A new section titled Terrorism Provisions is added to the end of this contract only with respect to the premises shown in the Schedule of Premises above.

### Terrorism Provisions

#### Certified Act Of Terrorism Exclusion

This insurance does not apply to loss or damage caused directly or indirectly by a **certified act of terrorism**, regardless of any other cause or event that contributes:

- concurrently; or
- in any sequence,

to the loss or damage.

This Certified Act Of Terrorism exclusion does not apply to ensuing loss or damage caused by or resulting from fire. This exception for fire applies:

- only to direct physical loss or damage by fire to **trust property**; and
- if the fire would be covered under this insurance and there is a law in effect in the jurisdiction where the loss or damage occurs that expressly prohibits us from excluding such ensuing loss or damage.

#### Application Of Other Exclusions

The terms and limitations of any terrorism exclusion or sublimit, or the inapplicability or omission of a terrorism exclusion or sublimit, do not serve to create coverage for any loss which would otherwise be excluded or sublimited under this policy, such as losses excluded by the Nuclear Hazard exclusion or the War And Military Action exclusion.

#### Ensuing Fire Loss Payment Basis Exception

**Trust property** which suffers direct physical loss or damage caused by or resulting from fire which ensues from a **certified act of terrorism** is valued on an actual cash value basis, subject to all other exceptions described under Loss Payment Basis Exceptions.

#### Cap On Ensuing Fire Resulting From Certified Terrorism Losses

If:

- aggregate insured losses attributable to one or more **certified acts of terrorism** under the **terrorism law** exceed \$100 billion in a Program Year (January 1 through December 31); and
- we have met our insurer deductible under the **terrorism law**,

we will not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

---

A new section titled Terrorism Definitions is added only with respect to the premises shown in the Schedule of Premises above.

## ***Terrorism Definitions***

### ***Certified Act Of Terrorism***

**Certified act of terrorism** means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act:

- A. of terrorism, a violent act or an act that is dangerous to human life, property or infrastructure; and
- B. that results in damage:
  - 1. within the **United States**; or
  - 2. outside of the **United States** in the case of:
    - a. an air carrier or vessel as described in the **terrorism law**; or
    - b. the premises of a mission of the United States of America

which was committed by an individual or individuals as part of an effort to:

- coerce the civilian population; or
- influence the policy or affect the conduct of the Government, of the **United States**.

**Certified act of terrorism** does not include an act that:

- is committed as part of the course of a war declared by the Congress of the **United States**; or
- does not result in property and casualty insurance losses that exceed \$5 million in the aggregate and are attributable to all types of insurance subject to the **terrorism law**.

---

### ***State***

**State** means any state of the United States of America, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, each of the United States Virgin Islands, and any territory or possession of the United States of America.

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### ***Terrorism Law***

**Terrorism law** means the Terrorism Risk Insurance Act of 2002 (Pub.L.107-297) as amended by the Terrorism Risk Insurance Extension Act of 2005 (Pub.L.109-144) and the Terrorism Risk Insurance Program Reauthorization Act of 2007 (Pub.L.110-160).

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### ***United States***

**United States** means:

- a **state**; and

# *Property Insurance*

## *Endorsement*

*Effective Date*

*Policy Number*

---

### *Terrorism Definitions*

*United States*  
*(continued)*

- the territorial sea and the continental shelf of the United States of America, as described in the **terrorism law**.

All other terms and conditions remain unchanged.

*Authorized Representative*

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# Mining Property Insurance

## Exclusion Of Certified Acts of Terrorism / Coverage For Certain Fire Losses Endorsement

Policy Period

Effective Date

Policy Number

Insured

Name of Company

Date Issued

A new section titled Terrorism Provisions is added to the end of this contract.

### TERRORISM PROVISIONS

#### CERTIFIED ACT OF TERRORISM EXCLUSION

This insurance does not apply to loss or damage caused directly or indirectly by a **certified act of terrorism**, regardless of any other cause or event that contributes:

1. concurrently; or
  2. in any sequence,
- to the loss or damage.

This Certified Act Of Terrorism exclusion does not apply to ensuing loss or damage caused by or resulting from fire. This exception for fire applies:

1. only to direct physical loss or damage by fire to **mining property**. Therefore, for example, the exception does not apply to insurance provided under **mining income** and/or **extra expense** or endorsements which apply to **mining income** and/or **extra expense**; and
2. if the fire would be covered under this insurance and there is a law in effect in the jurisdiction where the loss or damage occurs that expressly prohibits us from excluding such ensuing loss or damage.

#### APPLICATION OF OTHER EXCLUSIONS

The terms and limitations of any terrorism exclusion or sublimit, or the inapplicability or omission of a terrorism exclusion or sublimit, do not serve to create coverage for any loss which would otherwise be excluded or sublimited under this policy, such as losses excluded by the Nuclear Hazard exclusion or the War And Military Action exclusion.

#### INCREASED COST OF CONSTRUCTION PROPERTY LOSS PAYMENT BASIS

The Increased Cost Of Construction Property Loss Payment Basis does not apply to loss or damage caused by or resulting from fire which ensues from a **certified act of terrorism**.



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## TERRORISM PROVISIONS

(CONTINUED)

### ENSUING FIRE PROPERTY LOSS PAYMENT BASIS EXCEPTION

**Mining property** which suffers direct physical loss or damage caused by or resulting from fire which ensues from a **certified act of terrorism** is valued on an actual cash value basis as provided under Actual Cash Value Loss Payment Basis, subject to all other exceptions described under Property Loss Payment Basis Exceptions.

---

### CAP ON ENSUING FIRE RESULTING FROM CERTIFIED TERRORISM LOSSES LOSS PAYMENT LIMITATION

If:

- aggregate insured losses attributable to one or more **certified acts of terrorism** under the **terrorism law** exceed \$100 billion in a Program Year (January 1 through December 31); and
- we have met our insurer deductible under the **terrorism law**,

we will not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

---

A new section titled Terrorism Definitions is added.

## TERRORISM DEFINITIONS

### CERTIFIED ACT OF TERRORISM

**Certified act of terrorism** means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act:

- A. of terrorism, a violent act or an act that is dangerous to human life, property or infrastructure; and
- B. that results in damage:
  - 1. within the **United States**; or
  - 2. outside of the **United States** in the case of:
    - a. an air carrier or vessel as described in the **terrorism law**; or
    - b. the premises of a mission of the United States of America,

which was committed by an individual or individuals as part of an effort to:

- coerce the civilian population; or
  - influence the policy or affect the conduct of the Government,
- of the **United States**.

**Certified act of terrorism** does not include an act that:

- is committed as part of the course of a war declared by the Congress of the **United States**; or
  - does not result in property and casualty insurance losses that exceed \$5 million in the aggregate and are attributable to all types of insurance subject to the **terrorism law**.
-

## TERRORISM DEFINITIONS

(CONTINUED)

### STATE

**State** means any state of the United States of America, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, each of the United States Virgin Islands, and any territory or possession of the United States of America.

---

### TERRORISM LAW

**Terrorism law** means the Terrorism Risk Insurance Act of 2002 (Pub.L.107-297) as amended by the Terrorism Risk Insurance Extension Act of 2005 (Pub.L.109-144) and the Terrorism Risk Insurance Program Reauthorization Act of 2007 (Pub.L.110-160).

---

### UNITED STATES

**United States** means:

1. a **state**; and
2. the territorial sea and the continental shelf of the United States of America, as described in the **terrorism law**.

All other terms and conditions remain unchanged.

Authorized Representative

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# Power Production Property Insurance

## Exclusion Of Certified Acts of Terrorism / Coverage For Certain Fire Losses Endorsement

Policy Period

Effective Date

Policy Number

Insured

Name of Company

Date Issued

A new section titled Terrorism Provisions is added to the end of this contract.

### TERRORISM PROVISIONS

#### CERTIFIED ACT OF TERRORISM EXCLUSION

This insurance does not apply to loss or damage caused directly or indirectly by a **certified act of terrorism**, regardless of any other cause or event that contributes:

1. concurrently; or
  2. in any sequence,
- to the loss or damage.

This Certified Act Of Terrorism exclusion does not apply to ensuing loss or damage caused by or resulting from fire. This exception for fire applies:

1. only to direct physical loss or damage by fire to **power production property**. Therefore, for example, the exception does not apply to insurance provided under **business income** and/or **extra expense** or endorsements which apply to **business income** and/or **extra expense**; and
2. if the fire would be covered under this insurance and there is a law in effect in the jurisdiction where the loss or damage occurs that expressly prohibits us from excluding such ensuing loss or damage.

#### APPLICATION OF OTHER EXCLUSIONS

The terms and limitations of any terrorism exclusion or sublimit, or the inapplicability or omission of a terrorism exclusion or sublimit, do not serve to create coverage for any loss which would otherwise be excluded or sublimited under this policy, such as losses excluded by the Nuclear Hazard exclusion or the War And Military Action exclusion.

#### INCREASED COST OF CONSTRUCTION ADDITIONAL COVERAGE AMENDED

The Increased Cost Of Construction Additional Coverage does not apply to loss or damage caused by or resulting from fire which ensues from a **certified act of terrorism**.

---

## TERRORISM PROVISIONS

(CONTINUED)

### ENSUING FIRE PROPERTY LOSS PAYMENT BASIS EXCEPTION

**Power production property** which suffers direct physical loss or damage caused by or resulting from fire which ensues from a **certified act of terrorism** is valued on an actual cash value basis as provided under Actual Cash Value Property Loss Payment Basis, subject to all other exceptions described under Property Loss Payment Basis Exceptions.

---

### CAP ON ENSUING FIRE RESULTING FROM CERTIFIED TERRORISM LOSSES

If:

- aggregate insured losses attributable to one or more **certified acts of terrorism** under the **terrorism law** exceed \$100 billion in a Program Year (January 1 through December 31); and
- we have met our insurer deductible under the **terrorism law**,

we will not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

---

A new section titled Terrorism Definitions is added.

## TERRORISM DEFINITIONS

### CERTIFIED ACT OF TERRORISM

**Certified act of terrorism** means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act:

- A. of terrorism, a violent act or an act that is dangerous to human life, property or infrastructure; and
- B. that results in damage:
  - 1. within the **United States**; or
  - 2. outside of the **United States** in the case of:
    - a. an air carrier or vessel as described in the **terrorism law**; or
    - b. the premises of a mission of the United States of America,

which was committed by an individual or individuals as part of an effort to:

- coerce the civilian population; or
  - influence the policy or affect the conduct of the Government,
- of the **United States**.

**Certified act of terrorism** does not include an act that:

- is committed as part of the course of a war declared by the Congress of the **United States**; or
  - does not result in property and casualty insurance losses that exceed \$5 million in the aggregate and are attributable to all types of insurance subject to the **terrorism law**.
-

## TERRORISM DEFINITIONS

(CONTINUED)

### STATE

**State** means any state of the United States of America, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, each of the United States Virgin Islands, and any territory or possession of the United States of America.

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### TERRORISM LAW

**Terrorism law** means the Terrorism Risk Insurance Act of 2002 (Pub.L.107-297) as amended by the Terrorism Risk Insurance Extension Act of 2005 (Pub.L.109-144) and the Terrorism Risk Insurance Program Reauthorization Act of 2007 (Pub.L.110-160).

---

### UNITED STATES

**United States** means:

1. a **state**; and
2. the territorial sea and the continental shelf of the United States of America, as described in the **terrorism law**.

All other terms and conditions remain unchanged.

Authorized Representative

# *Property Insurance*

## *Endorsement*

*Policy Period*

*Effective Date*

*Policy Number*

*Insured*

*Name of Company*

*Date Issued*

---

This Endorsement applies to the following forms:

---

A new section titled Terrorism Provisions is added to the end of this contract.

### *Terrorism Provisions*

#### *Certified Act Of Terrorism Exclusion*

This insurance does not apply to loss or damage caused directly or indirectly by a **certified act of terrorism**, regardless of any other cause or event that contributes:

- concurrently; or
- in any sequence,

to the loss or damage.

This Certified Act Of Terrorism exclusion does not apply to ensuing loss or damage caused by or resulting from fire. This exception for fire applies:

- only to direct physical loss or damage by fire to **building** or **personal property**. Therefore, for example, the exception does not apply to insurance provided under **business income** and/or **extra expense** or endorsements which apply to these forms, or to the Care, Custody Or Control Legal Liability or Leasehold Interest contracts; and
- if the fire would be covered under this insurance and there is a law in effect in the jurisdiction where the loss or damage occurs that expressly prohibits us from excluding such ensuing loss or damage.

---

## **Terrorism Provisions**

(continued)

### **Application Of Other Exclusions**

The terms and limitations of any terrorism exclusion or sublimit, or the inapplicability or omission of a terrorism exclusion or sublimit, do not serve to create coverage for any loss which would otherwise be excluded or sublimited under this policy, such as losses excluded by the Nuclear Hazard exclusion or the War And Military Action exclusion.

---

### **Ordinance Or Law Loss Payment Basis**

The Ordinance Or Law Loss Payment Basis provision does not apply to loss or damage caused by or resulting from fire which ensues from a **certified act of terrorism**.

---

### **Ensuing Fire Loss Payment Basis Exception**

**Building or personal property** which suffers direct physical loss or damage caused by or resulting from fire which ensues from a **certified act of terrorism** is valued on an actual cash value basis, subject to all other exceptions described under Loss Payment Basis Exceptions.

---

### **Cap On Ensuing Fire Resulting From Certified Terrorism Losses**

If:

- aggregate insured losses attributable to one or more **certified acts of terrorism** under the **terrorism law** exceed \$100 billion in a Program Year (January 1 through December 31); and
- we have met our insurer deductible under the **terrorism law**,

we will not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

---

A new section titled Terrorism Definitions is added.

## **Terrorism Definitions**

### **Certified Act Of Terrorism**

**Certified act of terrorism** means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act:

- A. of terrorism, a violent act or an act that is dangerous to human life, property or infrastructure; and
- B. that results in damage:
  - 1. within the **United States**; or
  - 2. outside of the **United States** in the case of:
    - a. an air carrier or vessel as described in the **terrorism law**; or
    - b. the premises of a mission of the United States of America,

which was committed by an individual or individuals as part of an effort to:

- coerce the civilian population; or
- influence the policy or affect the conduct of the Government, of the **United States**.

**Certified act of terrorism** does not include an act that:

- is committed as part of the course of a war declared by the Congress of the **United States**; or

# Property Insurance

## Endorsement

Effective Date

Policy Number

---

### Terrorism Definitions

*Certified Act Of  
Terrorism  
(continued)*

- does not result in property and casualty insurance losses that exceed \$5 million in the aggregate and are attributable to all types of insurance subject to the **terrorism law**.

*State*

**State** means any state of the United States of America, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, each of the United States Virgin Islands, and any territory or possession of the United States of America.

*Terrorism Law*

**Terrorism law** means the Terrorism Risk Insurance Act of 2002 (Pub.L.107-297) as amended by the Terrorism Risk Insurance Extension Act of 2005 (Pub.L.109-144) and the Terrorism Risk Insurance Program Reauthorization Act of 2007 (Pub.L.110-160).

*United States*

**United States** means:

- a **state**; and
- the territorial sea and the continental shelf of the United States of America, as described in the **terrorism law**.

All other terms and conditions remain unchanged.

Authorized Representative



# ***Property Insurance***

## ***Endorsement***

*Policy Period*

*Effective Date*

*Policy Number*

*Insured*

*Name of Company*

*Date Issued*

---

This Endorsement applies to the following forms:

---

A new section titled Terrorism Provisions is added to the end of this contract:

### ***Terrorism Provisions***

#### ***Certified Act Of Terrorism Exclusion***

This insurance does not apply to loss or damage caused directly or indirectly by a **certified act of terrorism**, regardless of any other cause or event that contributes:

- concurrently; or
- in any sequence,

to the loss or damage.

This Certified Act Of Terrorism exclusion does not apply to ensuing loss or damage caused by or resulting from fire. This exception for fire applies:

- only to direct physical loss or damage by fire to **building or telecommunications property**. Therefore, for example, the exception does not apply to insurance provided under **business income** and/or **extra expense** or endorsements which apply to these forms, or to the Care, Custody Or Control Legal Liability contract; and

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## ***Terrorism Provisions***

### ***Certified Act Of Terrorism Exclusion (continued)***

- if the fire would be covered under this insurance and there is a law in effect in the jurisdiction where the loss or damage occurs that expressly prohibits us from excluding such ensuing loss or damage.

---

### ***Application Of Other Exclusions***

The terms and limitations of any terrorism exclusion or sublimit, or the inapplicability or omission of a terrorism exclusion or sublimit, do not serve to create coverage for any loss which would otherwise be excluded or sublimited under this policy, such as losses excluded by the Nuclear Hazard exclusion or the War And Military Action exclusion.

---

### ***Ordinance Or Law Loss Payment Basis***

The Ordinance Or Law Loss Payment Basis provision does not apply to loss or damage caused by or resulting from fire which ensues from a **certified act of terrorism**.

---

### ***Ensuing Fire Loss Payment Basis Exception***

**Building or telecommunications property** which suffers direct physical loss or damage caused by or resulting from fire which ensues from a **certified act of terrorism** is valued on an actual cash value basis, subject to all other exceptions described under Loss Payment Basis Exceptions.

---

### ***Cap On Ensuing Fire Resulting From Certified Terrorism Losses***

- If:
- aggregate insured losses attributable to one or more **certified acts of terrorism** under the **terrorism law** exceed \$100 billion in a Program Year (January 1 through December 31); and
  - we have met our insurer deductible under the **terrorism law**,
- we will not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

---

A new section titled Terrorism Definitions is added.

## ***Terrorism Definitions***

### ***Certified Act Of Terrorism***

**Certified act of terrorism** means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act:

- A. of terrorism, a violent act or an act that is dangerous to human life, property or infrastructure; and
- B. that results in damage:
  - 1. within the **United States**; or
  - 2. outside of the **United States** in the case of:
    - a. an air carrier or vessel as described in the **terrorism law**; or
    - b. the premises of a mission of the United States of America,

which was committed by an individual or individuals as part of an effort to:

- coerce the civilian population; or
- influence the policy or affect the conduct of the Government,

# Property Insurance

## Endorsement

Effective Date

Policy Number

---

### Terrorism Definitions

*Certified Act Of  
Terrorism  
(continued)*

of the **United States**.

**Certified act of terrorism** does not include an act that:

- is committed as part of the course of a war declared by the Congress of the **United States**; or
- does not result in property and casualty insurance losses that exceed \$5 million in the aggregate and are attributable to all types of insurance subject to the **terrorism law**.

---

*State*

**State** means any state of the United States of America, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, each of the United States Virgin Islands, and any territory or possession of the United States of America.

---

*Terrorism Law*

**Terrorism law** means the Terrorism Risk Insurance Act of 2002 (Pub.L.107-297) as amended by the Terrorism Risk Insurance Extension Act of 2005 (Pub.L.109-144) and the Terrorism Risk Insurance Program Reauthorization Act of 2007 (Pub.L.110-160).

---

*United States*

**United States** means:

- a **state**; and
- the territorial sea and the continental shelf of the United States of America, as described in the **terrorism law**.

All other terms and conditions remain unchanged.

Authorized Representative

---

# *Property Insurance*

## *Endorsement*

*Policy Period*

*Effective Date*

*Policy Number*

*Insured*

*Name of Company*

*Date Issued*

---

This Endorsement applies to the following forms:

---

### **SCHEDULE**

---

**Policy language follows**

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# Property Insurance

## Endorsement

Effective Date

Policy Number

---

A new section titled Terrorism Provisions is added to the end of this contract only with respect to the premises shown in the Schedule of Premises above.

### **Terrorism Provisions**

#### *Certified Act Of Terrorism Exclusion*

This insurance does not apply to loss or damage caused directly or indirectly by a **certified act of terrorism**, regardless of any other cause or event that contributes:

- concurrently; or
- in any sequence,

to the loss or damage.

This Certified Act Of Terrorism exclusion does not apply to ensuing loss or damage caused by or resulting from fire. This exception for fire applies:

- only to direct physical loss or damage by fire to **building or personal property**. Therefore, for example, the exception does not apply to insurance provided under **business income** and/or **extra expense** or endorsements which apply to these forms, or to the Care, Custody Or Control Legal Liability or Leasehold Interest contracts; and
- if the fire would be covered under this insurance and there is a law in effect in the jurisdiction where the loss or damage occurs that expressly prohibits us from excluding such ensuing loss or damage.

---

#### *Application Of Other Exclusions*

The terms and limitations of any terrorism exclusion or sublimit, or the inapplicability or omission of a terrorism exclusion or sublimit, do not serve to create coverage for any loss which would otherwise be excluded or sublimited under this policy, such as losses excluded by the Nuclear Hazard exclusion or the War And Military Action exclusion.

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#### *Ordinance Or Law Loss Payment Basis*

The Ordinance Or Law Loss Payment Basis provision does not apply to loss or damage caused by or resulting from fire which ensues from a **certified act of terrorism**.

---

#### *Ensuing Fire Loss Payment Basis Exception*

**Building or personal property** which suffers direct physical loss or damage caused by or resulting from fire which ensues from a **certified act of terrorism** is valued on an actual cash value basis, subject to all other exceptions described under Loss Payment Basis Exceptions.

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## ***Terrorism Provisions***

*(continued)*

### ***Cap On Ensuing Fire Resulting From Certified Terrorism Losses***

If:

- aggregate insured losses attributable to one or more **certified acts of terrorism** under the **terrorism law** exceed \$100 billion in a Program Year (January 1 through December 31); and
- we have met our insurer deductible under the **terrorism law**,

we will not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

---

A new section titled Terrorism Definitions is added only with respect to the premises shown in the Schedule of Premises above.

## ***Terrorism Definitions***

### ***Certified Act Of Terrorism***

**Certified act of terrorism** means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act:

- A. of terrorism, a violent act or an act that is dangerous to human life, property or infrastructure; and
- B. that results in damage:
  - 1. within the **United States**; or
  - 2. outside of the **United States** in the case of:
    - a. an air carrier or vessel as described in the **terrorism law**; or
    - b. the premises of a mission of the United States of America,

which was committed by an individual or individuals as part of an effort to:

- coerce the civilian population; or
  - influence the policy or affect the conduct of the Government,
- of the **United States**.

**Certified act of terrorism** does not include an act that:

- is committed as part of the course of a war declared by the Congress of the **United States**; or
- does not result in property and casualty insurance losses that exceed \$5 million in the aggregate and are attributable to all types of insurance subject to the **terrorism law**.

---

### ***State***

**State** means any state of the United States of America, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, each of the United States Virgin Islands, and any territory or possession of the United States of America.

# *Property Insurance*

## *Endorsement*

*Effective Date*

*Policy Number*

---

### ***Terrorism Definitions***

*(continued)*

#### *Terrorism Law*

**Terrorism law** means the Terrorism Risk Insurance Act of 2002 (Pub.L.107-297) as amended by the Terrorism Risk Insurance Extension Act of 2005 (Pub.L.109-144) and the Terrorism Risk Insurance Program Reauthorization Act of 2007 (Pub.L.110-160).

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#### *United States*

**United States** means:

- a **state**; and
- the territorial sea and the continental shelf of the United States of America, as described in the **terrorism law**.

All other terms and conditions remain unchanged.

*Authorized Representative*

---



# ***Property Insurance***

## ***Endorsement***

*Policy Period*

*Effective Date*

*Policy Number*

*Insured*

*Name of Company*

*Date Issued*

---

This Endorsement applies to the following forms:

---

### **SCHEDULE OF PREMISES**

---

**Policy language follows**

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# Property Insurance

## Endorsement

Effective Date

Policy Number

---

A new section titled Terrorism Provisions is added to the end of this contract only with respect to the premises shown in the Schedule of Premises above.

### Terrorism Provisions

#### *Certified Act Of Terrorism Exclusion*

This insurance does not apply to loss or damage caused directly or indirectly by a **certified act of terrorism**, regardless of any other cause or event that contributes:

- concurrently; or
- in any sequence,

to the loss or damage.

This Certified Act Of Terrorism exclusion does not apply to ensuing loss or damage caused by or resulting from fire. This exception for fire applies:

- only to direct physical loss or damage by fire to **building or telecommunications property**. Therefore, for example, the exception does not apply to insurance provided under **business income** and/or **extra expense** or endorsements which apply to these forms, or to the Care, Custody Or Control Legal Liability contract; and
- if the fire would be covered under this insurance and there is a law in effect in the jurisdiction where the loss or damage occurs that expressly prohibits us from excluding such ensuing loss or damage.

---

#### *Application Of Other Exclusions*

The terms and limitations of any terrorism exclusion or sublimit, or the inapplicability or omission of a terrorism exclusion or sublimit, do not serve to create coverage for any loss which would otherwise be excluded or sublimited under this policy, such as losses excluded by the Nuclear Hazard exclusion or the War And Military Action exclusion.

---

#### *Ordinance Or Law Loss Payment Basis*

The Ordinance Or Law Loss Payment Basis provision does not apply to loss or damage caused by or resulting from fire which ensues from a **certified act of terrorism**.

---

#### *Ensuing Fire Loss Payment Basis Exception*

**Building or telecommunications property** which suffers direct physical loss or damage caused by or resulting from fire which ensues from a **certified act of terrorism** is valued on an actual cash value basis, subject to all other exceptions described under Loss Payment Basis Exceptions.

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## ***Terrorism Provisions***

*(continued)*

### ***Cap On Ensuing Fire Resulting From Certified Terrorism Losses***

If:

- aggregate insured losses attributable to one or more **certified acts of terrorism** under the **terrorism law** exceed \$100 billion in a Program Year (January 1 through December 31); and
- we have met our insurer deductible under the **terrorism law**,

we will not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

---

A new section titled Terrorism Definitions is added only with respect to the premises shown in the Schedule of Premises above.

## ***Terrorism Definitions***

### ***Certified Act Of Terrorism***

**Certified act of terrorism** means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act:

- A. of terrorism, a violent act or an act that is dangerous to human life, property or infrastructure; and
- B. that results in damage:
  - 1. within the **United States**; or
  - 2. outside of the **United States** in the case of:
    - a. an air carrier or vessel as described in the **terrorism law**; or
    - b. the premises of a mission of the United States of America,

which was committed by an individual or individuals as part of an effort to:

- coerce the civilian population; or
- influence the policy or affect the conduct of the Government,  
of the **United States**.

**Certified act of terrorism** does not include an act that:

- is committed as part of the course of a war declared by the Congress of the **United States**; or
- does not result in property and casualty insurance losses that exceed \$5 million in the aggregate and are attributable to all types of insurance subject to the **terrorism law**.

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### ***State***

**State** means any state of the United States of America, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, each of the United States Virgin Islands, and any territory or possession of the United States of America.

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# *Property Insurance*

## *Endorsement*

*Effective Date*

*Policy Number*

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### ***Terrorism Definitions***

*(continued)*

#### *Terrorism Law*

**Terrorism law** means the Terrorism Risk Insurance Act of 2002 (Pub.L.107-297) as amended by the Terrorism Risk Insurance Extension Act of 2005 (Pub.L.109-144) and the Terrorism Risk Insurance Program Reauthorization Act of 2007 (Pub.L.110-160).

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#### *United States*

**United States** means:

- a **state**; and
- the territorial sea and the continental shelf of the United States of America, as described in the **terrorism law**.

All other terms and conditions remain unchanged.

*Authorized Representative*

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# *Pollution Liability Coverage*

## *Endorsement*

*Policy Period*

*Effective Date*

*Policy Number*

*Insured*

*Name of Company*

*Date Issued*

---

A new section titled Terrorism Provisions is added to the end of this contract.

### *Terrorism Provisions*

#### 1. Certified Act Of Terrorism Exclusion

This insurance does not apply to any loss, cost or expense arising, directly or indirectly, out of a **certified act of terrorism**.

#### 2. Application Of Other Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this policy.

---

A new section titled Terrorism Definitions is added.

### *Terrorism Definitions*

#### 1. **Certified act of terrorism** means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act:

- A. of terrorism, a violent act or an act that is dangerous to human life, property or infrastructure; and
- B. that results in damage:
  - 1. within the **United States**; or
  - 2. outside of the **United States** in the case of:
    - a. an air carrier or vessel as described in the **terrorism law**; or
    - b. the premises of a mission of the United States of America, which was committed by an individual or individuals as part of an effort to:
      - coerce the civilian population; or

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***Terrorism Definitions***  
(continued)

- influence the policy or affect the conduct of the Government, of the **United States**.

**Certified act of terrorism** does not include an act that:

- is committed as part of the course of a war declared by the Congress of the **United States**; or
  - does not result in property and casualty insurance losses that exceed \$5 million in the aggregate and are attributable to all types of insurance subject to the **terrorism law**.
2. **State** means any state of the United States of America, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, each of the United States Virgin Islands, and any territory or possession of the United States of America.
  3. **Terrorism law** means the Terrorism Risk Insurance Act of 2002 (Pub.L.107-297) as amended by the Terrorism Risk Insurance Extension Act of 2005 (Pub.L.109-144) and the Terrorism Risk Insurance Program Reauthorization Act of 2007 (Pub.L.110-160).
  4. **United States** means:
    - a. a **state**; and
    - b. the territorial sea and the continental shelf of the United States of America, as described in the **terrorism law**.

All other terms and conditions remain unchanged.

Authorized Representative

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# *Liability Insurance*

## *Endorsement*

*Policy Period*

*Effective Date*

*Policy Number*

*Insured*

*Name of Company*

*Date Issued*

---

This Endorsement applies to the following forms:

---

A new section titled Terrorism Provisions is added to the end of this contract.

### *Terrorism Provisions*

#### *Certified Act Of Terrorism Exclusion*

This insurance does not apply to any loss, cost or expense arising, directly or indirectly, out of a **certified act of terrorism**.

---

#### *Application Of Other Exclusions*

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this policy.

---

A new section titled Terrorism Definitions is added.

### *Terrorism Definitions*

#### *Certified Act Of Terrorism*

**Certified act of terrorism** means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act:

- A. of terrorism, a violent act or an act that is dangerous to human life, property or infrastructure;  
and
- B. that results in damage:



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## ***Terrorism Definitions***

### ***Certified Act Of Terrorism (continued)***

1. within the **United States**; or
2. outside of the **United States** in the case of:
  - a. an air carrier or vessel as described in the **terrorism law**; or
  - b. the premises of a mission of the United States of America,

which was committed by an individual or individuals as part of an effort to:

- coerce the civilian population; or
- influence the policy or affect the conduct of the Government,  
of the **United States**.

**Certified act of terrorism** does not include an act that:

- is committed as part of the course of a war declared by the Congress of the **United States**; or
- does not result in property and casualty insurance losses that exceed \$5 million in the aggregate and are attributable to all types of insurance subject to the **terrorism law**.

---

### ***State***

**State** means any state of the United States of America, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, each of the United States Virgin Islands, and any territory or possession of the United States of America.

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### ***Terrorism Law***

**Terrorism law** means the Terrorism Risk Insurance Act of 2002 (Pub.L.107-297) as amended by the Terrorism Risk Insurance Extension Act of 2005 (Pub.L.109-144) and the Terrorism Risk Insurance Program Reauthorization Act of 2007 (Pub.L.110-160).

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### ***United States***

**United States** means:

- a **state**; and
- the territorial sea and the continental shelf of the United States of America, as described in the **terrorism law**.

All other terms and conditions remain unchanged.

Authorized Representative

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# ***Property Insurance***

## ***Endorsement***

*Policy Period*

*Effective Date*

*Policy Number*

*Insured*

*Name of Company*

*Date Issued*

---

This Endorsement applies to the following forms:

---

### **SCHEDULE**

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**Policy language follows**

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# Property Insurance

## Endorsement

Effective Date

Policy Number

---

A new section titled Terrorism Provisions is added to the end of this contract.

### Terrorism Provisions

#### *Certified Act Of Terrorism Exclusion*

This insurance does not apply to loss or damage caused directly or indirectly by a **certified act of terrorism**, regardless of any other cause or event that contributes:

- concurrently; or
- in any sequence,

to the loss or damage.

This Certified Act Of Terrorism exclusion does not apply to:

- A. premises shown in the Schedule above; and
- B. ensuing loss or damage caused by or resulting from fire. This exception for fire applies:
  1. only to direct physical loss or damage by fire to **building, personal property, electronic data processing property, foreclosed property or trust property**. Therefore, for example, the exception does not apply to insurance provided under **business income or rental income** and/or **extra expense** or endorsements which apply to these forms, or to the Care, Custody Or Control Legal Liability contract; and
  2. if the fire would be covered under this insurance and there is a law in effect in the jurisdiction where the loss or damage occurs that expressly prohibits us from excluding such ensuing loss or damage.

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#### *Application Of Other Exclusions*

The terms and limitations of any terrorism exclusion or sublimit, or the inapplicability or omission of a terrorism exclusion or sublimit, do not serve to create coverage for any loss which would otherwise be excluded or sublimited under this policy, such as losses excluded by the Nuclear Hazard exclusion or the War And Military Action exclusion.

---

#### *Ordinance Or Law Loss Payment Basis*

The Ordinance Or Law Loss Payment Basis provision does not apply to loss or damage caused by or resulting from fire which ensues from a **certified act of terrorism**, and there is a law in effect in the jurisdiction where the loss or damage occurs that expressly prohibits us from excluding such ensuing loss or damage.

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## **Terrorism Provisions**

(continued)

### **Ensuing Fire Loss Payment Basis Exception**

**Building, personal property, electronic data processing property, foreclosed property or trust property** which suffers direct physical loss or damage caused by or resulting from fire which ensues from a **certified act of terrorism** is valued on an actual cash value basis, subject to all other exceptions described under Loss Payment Basis Exceptions.

This provision applies only where there is a law in effect in the jurisdiction where the loss or damage occurs that expressly prohibits us from excluding such ensuing loss or damage.

---

### **Cap On Certified Terrorism Losses**

If:

- aggregate insured losses attributable to one or more **certified acts of terrorism** under the **terrorism law** exceed \$100 billion in a Program Year (January 1 through December 31); and
- we have met our insurer deductible under the **terrorism law**,

we will not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

---

### **Coinsurance**

Coinsurance on **building, personal property, business income or rental income** does not apply to the Limits Of Insurance shown in the Schedule of this endorsement.

---

### **Terrorism Limits Of Insurance**

A new section titled Terrorism Limits Of Insurance is added.

#### **A. Terrorism Policy Aggregate Limit**

The most we will pay at all premises shown in the Schedule above during any consecutive 12-month period, beginning with the effective date shown in the Declarations, for direct physical loss or damage and **business income or rental income** loss and **extra expense**, if such coverage is provided, caused by or resulting from a **certified act of terrorism**, is the Terrorism Policy Aggregate Limit shown in the Schedule above, regardless of any other cause or event that directly or indirectly contributes:

- concurrently; or
- in any sequence,

to the loss or damage, even if such other cause or event would otherwise be covered.

#### **B. Terrorism Per Occurrence Limit**

Subject to the:

- Terrorism Policy Aggregate Limit described in paragraph A. above and shown in the Schedule above; and
- Terrorism Deductible described below and shown in the Schedule above,

the most we will pay, in any one **certified act of terrorism**, for direct physical loss or damage and **business income or rental income** loss and **extra expense**, if such coverage is provided, at the premises shown in the Schedule above, caused by or resulting from a **certified act of terrorism**, is the lesser of the applicable:

- Limits Of Insurance shown in the Declarations; or

# Property Insurance

## Endorsement

Effective Date

Policy Number

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### **Terrorism Limits Of Insurance** (continued)

- Terrorism Per Occurrence Limit shown in the Schedule above, regardless of any other cause or event that directly or indirectly contributes:
  - concurrently; or
  - in any sequence,
- to the loss or damage, even if such other cause or event would otherwise be covered.

The Terrorism Policy Aggregate Limit and Terrorism Per Occurrence Limit do not apply to direct physical loss or damage to **building** or **personal property** caused by or resulting from fire which ensues from a **certified act of terrorism** and there is a law in effect in the jurisdiction where the loss or damage occurs that expressly prohibits us from excluding such ensuing loss or damage.

Any payment we make applicable to the Limits Of Insurance described in paragraphs A. and B. above, will reduce the total amount of any other Limits Of Insurance applicable to the premises where the loss or damage occurred, by the amount of such payment.

---

### **Terrorism Deductible**

A new section titled Terrorism Deductible is added.

We will pay the amount of loss or damage, including any resulting **business income** or **rental income** loss, if such coverage is provided, in excess of the applicable deductible amount shown in the Schedule above, if such loss or damage is caused by or results from a **certified act of terrorism**.

Such deductible amount:

- A. will apply separately at each premises in any one **certified act of terrorism**; and
- B. does not apply to:
  - 1. **extra expense**; or
  - 2. loss or damage caused by or resulting from fire which ensues from a **certified act of terrorism** and there is a law in effect in the jurisdiction where the loss or damage occurs that expressly prohibits us from excluding such ensuing loss or damage.

If only one deductible is shown in the Schedule above, then such deductible will apply over all premises in any one **certified act of terrorism**.

---

### **Terrorism Definitions**

#### **Certified Act Of Terrorism**

**Certified act of terrorism** means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act:

- A. of terrorism, a violent act or an act that is dangerous to human life, property or infrastructure; and

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## ***Terrorism Definitions***

### ***Certified Act Of Terrorism (continued)***

- B. that results in damage:
1. within the **United States**; or
  2. outside of the **United States** in the case of:
    - a. an air carrier or vessel as described in the **terrorism law**; or
    - b. the premises of a mission of the United States of America,

which was committed by an individual or individuals as part of an effort to:

- coerce the civilian population; or
  - influence the policy or affect the conduct of the Government,
- of the **United States**.

**Certified act of terrorism** does not include an act that:

- is committed as part of the course of a war declared by the Congress of the **United States**; or
- does not result in property and casualty insurance losses that exceed \$5 million in the aggregate and are attributable to all types of insurance subject to the **terrorism law**.

---

### ***State***

**State** means any state of the United States of America, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, each of the United States Virgin Islands, and any territory or possession of the United States of America.

---

### ***Terrorism Law***

**Terrorism law** means the Terrorism Risk Insurance Act of 2002 (Pub.L.107-297) as amended by the Terrorism Risk Insurance Extension Act of 2005 (Pub.L.109-144) and the Terrorism Risk Insurance Program Reauthorization Act of 2007 (Pub.L.110-160).

---

### ***United States***

**United States** means:

- a **state**; and
- the territorial sea and the continental shelf of the United States of America, as described in the **terrorism law**.

All other terms and conditions remain unchanged.

Authorized Representative

---

# ***Property Insurance***

## ***Endorsement***

*Policy Period*

*Effective Date*

*Policy Number*

*Insured*

*Name of Company*

*Date Issued*

---

This Endorsement applies to the following forms:

---

### **SCHEDULE**

---

**Policy language follows**



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# Property Insurance

## Endorsement

Effective Date

Policy Number

---

A new section titled Terrorism Provisions is added to the end of this contract.

### **Terrorism Provisions**

#### *Certified Act Of Terrorism Exclusion*

This insurance does not apply to loss or damage caused directly or indirectly by a **certified act of terrorism**, regardless of any other cause or event that contributes:

- concurrently; or
- in any sequence,

to the loss or damage.

This Certified Act Of Terrorism exclusion does not apply to:

- A. premises shown in the Schedule above; and
- B. ensuing loss or damage caused by or resulting from fire. This exception for fire applies:
  1. only to direct physical loss or damage by fire to **electronic data processing property**. Therefore, for example, the exception does not apply to insurance provided under **business income** and/or **extra expense** or endorsements which apply to these forms; and
  2. if the fire would be covered under this insurance and there is a law in effect in the jurisdiction where the loss or damage occurs that expressly prohibits us from excluding such ensuing loss or damage.

---

#### *Application Of Other Exclusions*

The terms and limitations of any terrorism exclusion or sublimit, or the inapplicability or omission of a terrorism exclusion or sublimit, do not serve to create coverage for any loss which would otherwise be excluded or sublimited under this policy, such as losses excluded by the Nuclear Hazard exclusion or the War And Military Action exclusion.

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#### *Ensuing Fire Loss Payment Basis Exception*

**Electronic data processing property** which suffers direct physical loss or damage caused by or resulting from fire which ensues from a **certified act of terrorism** is valued on an actual cash value basis, subject to all other exceptions described under Loss Payment Basis Exceptions.

This provision applies only where there is a law in effect in the jurisdiction where the loss or damage occurs that expressly prohibits us from excluding such ensuing loss or damage.

---

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## **Terrorism Provisions**

(continued)

### **Cap On Certified Terrorism Losses**

If:

- aggregate insured losses attributable to one or more **certified acts of terrorism** under the **terrorism law** exceed \$100 billion in a Program Year (January 1 through December 31); and
- we have met our insurer deductible under the **terrorism law**,

we will not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

---

### **Terrorism Limits Of Insurance**

A new section titled Terrorism Limits Of Insurance is added.

#### **A. Terrorism Policy Aggregate Limit**

The most we will pay at all premises shown in the Schedule above during any consecutive 12-month period, beginning with the effective date shown in the Declarations, for direct physical loss or damage and **business income** or **rental income** loss and **extra expense**, if such coverage is provided, caused by or resulting from a **certified act of terrorism**, is the Terrorism Policy Aggregate Limit shown in the Schedule above, regardless of any other cause or event that directly or indirectly contributes:

- concurrently; or
- in any sequence,

to the loss or damage, even if such other cause or event would otherwise be covered.

#### **B. Terrorism Per Occurrence Limit**

Subject to the:

- Terrorism Policy Aggregate Limit described in paragraph A. above and shown in the Schedule above; and
- Terrorism Deductible described below and shown in the Schedule above,

the most we will pay, in any one **certified act of terrorism**, for direct physical loss or damage and **business income** or **rental income** loss and **extra expense**, if such coverage is provided, at the premises shown in the Schedule above, caused by or resulting from a **certified act of terrorism**, is the lesser of the applicable:

- Limits Of Insurance shown in the Declarations; or
- Terrorism Per Occurrence Limit shown in the Schedule above,

regardless of any other cause or event that directly or indirectly contributes:

- concurrently; or
- in any sequence,

to the loss or damage, even if such other cause or event would otherwise be covered.

The Terrorism Policy Aggregate Limit and Terrorism Per Occurrence Limit do not apply to direct physical loss or damage to **electronic data processing property** caused by or resulting from fire which ensues from a **certified act of terrorism** and there is a law in effect in the jurisdiction where the loss or damage occurs that expressly prohibits us from excluding such ensuing loss or damage.

# Property Insurance

## Endorsement

Effective Date

Policy Number

---

### **Terrorism Limits Of Insurance** (continued)

Any payment we make applicable to the Limits Of Insurance described in paragraphs A. and B. above, will reduce the total amount of any other Limits Of Insurance applicable to the premises where the loss or damage occurred, by the amount of such payment.

---

### **Terrorism Deductible**

A new section titled Terrorism Deductible is added.

We will pay the amount of loss or damage, including any resulting **business income** or **rental income** loss, if such coverage is provided, in excess of the applicable deductible amount shown in the Schedule above, if such loss or damage is caused by or results from a **certified act of terrorism**.

Such deductible amount:

- A. will apply separately at each premises in any one **certified act of terrorism**; and
- B. does not apply to:
  - 1. **extra expense**; or
  - 2. loss or damage caused by or resulting from fire which ensues from a **certified act of terrorism** and there is a law in effect in the jurisdiction where the loss or damage occurs that expressly prohibits us from excluding such ensuing loss or damage.

If only one deductible is shown in the Schedule above, then such deductible will apply over all premises in any one **certified act of terrorism**.

---

### **Terrorism Definitions**

A new section titled Terrorism Definitions is added.

#### **Certified Act Of Terrorism**

**Certified act of terrorism** means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act:

- A. of terrorism, a violent act or an act that is dangerous to human life, property or infrastructure; and
  - B. that results in damage:
    - 1. within the **United States**; or
    - 2. outside of the **United States** in the case of:
      - a. an air carrier or vessel as described in the **terrorism law**; or
      - b. the premises of a mission of the United States of America,
- which was committed by an individual or individuals as part of an effort to:
- coerce the civilian population; or

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## ***Terrorism Definitions***

### ***Certified Act Of Terrorism (continued)***

- influence the policy or affect the conduct of the Government, of the **United States**.

**Certified act of terrorism** does not include an act that:

- is committed as part of the course of a war declared by the Congress of the **United States**; or
- does not result in property and casualty insurance losses that exceed \$5 million in the aggregate and are attributable to all types of insurance subject to the **terrorism law**.

---

### ***State***

**State** means any state of the United States of America, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, each of the United States Virgin Islands, and any territory or possession of the United States of America.

---

### ***Terrorism Law***

**Terrorism law** means the Terrorism Risk Insurance Act of 2002 (Pub.L.107-297) as amended by the Terrorism Risk Insurance Extension Act of 2005 (Pub.L.109-144) and the Terrorism Risk Insurance Program Reauthorization Act of 2007 (Pub.L.110-160).

---

### ***United States***

**United States** means:

- a **state**; and
- the territorial sea and the continental shelf of the United States of America, as described in the **terrorism law**.

All other terms and conditions remain unchanged.

Authorized Representative

---

# ***Property Insurance***

## ***Endorsement***

*Policy Period*

*Effective Date*

*Policy Number*

*Insured*

*Name of Company*

*Date Issued*

---

This Endorsement applies to the following forms:

---

### **SCHEDULE**

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**Policy language follows**

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# Property Insurance

## Endorsement

Effective Date

Policy Number

---

A new section titled Terrorism Provisions is added to the end of this contract.

### ***Terrorism Provisions***

#### ***Certified Act Of Terrorism Exclusion***

This insurance does not apply to loss or damage caused directly or indirectly by a **certified act of terrorism**, regardless of any other cause or event that contributes:

- concurrently; or
- in any sequence,

to the loss or damage.

This Certified Act Of Terrorism exclusion does not apply to:

- A. premises shown in the Schedule above; and
- B. ensuing loss or damage caused by or resulting from fire. This exception for fire applies:
  - 1. only to direct physical loss or damage by fire to **foreclosed property**; and
  - 2. if the fire would be covered under this insurance and there is a law in effect in the jurisdiction where the loss or damage occurs that expressly prohibits us from excluding such ensuing loss or damage.

---

#### ***Application Of Other Exclusions***

The terms and limitations of any terrorism exclusion or sublimit, or the inapplicability or omission of a terrorism exclusion or sublimit, do not serve to create coverage for any loss which would otherwise be excluded or sublimited under this policy, such as losses excluded by the Nuclear Hazard exclusion or the War And Military Action exclusion.

---

#### ***Ensuing Fire Loss Payment Basis Exception***

**Foreclosed property** which suffers direct physical loss or damage caused by or resulting from fire which ensues from a **certified act of terrorism** is valued on an actual cash value basis, subject to all other exceptions described under Loss Payment Basis Exceptions.

This provision applies only where there is a law in effect in the jurisdiction where the loss or damage occurs that expressly prohibits us from excluding such ensuing loss or damage.

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## **Terrorism Provisions**

(continued)

### **Cap On Certified Terrorism Losses**

If:

- aggregate insured losses attributable to one or more **certified acts of terrorism** under the **terrorism law** exceed \$100 billion in a Program Year (January 1 through December 31); and
- we have met our insurer deductible under the **terrorism law**,

we will not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

---

### **Terrorism Limits Of Insurance**

A new section titled Terrorism Limits Of Insurance is added.

#### **A. Terrorism Policy Aggregate Limit**

The most we will pay at all premises shown in the Schedule above during any consecutive 12-month period, beginning with the effective date shown in the Declarations, for direct physical loss or damage, caused by or resulting from a **certified act of terrorism**, is the Terrorism Policy Aggregate Limit shown in the Schedule above, regardless of any other cause or event that directly or indirectly contributes:

- concurrently; or
- in any sequence,

to the loss or damage, even if such other cause or event would otherwise be covered.

#### **B. Terrorism Per Occurrence Limit**

Subject to the:

- Terrorism Policy Aggregate Limit described in paragraph A. above and shown in the Schedule above; and

- Terrorism Deductible described below and shown in the Schedule above,

the most we will pay, in any one **certified act of terrorism**, for direct physical loss or damage, at the premises shown in the Schedule above, caused by or resulting from a **certified act of terrorism**, is the lesser of the applicable:

- Limits Of Insurance shown in the Declarations; or
- Terrorism Per Occurrence Limit shown in the Schedule above,

regardless of any other cause or event that directly or indirectly contributes:

- concurrently; or
- in any sequence,

to the loss or damage, even if such other cause or event would otherwise be covered.

The Terrorism Policy Aggregate Limit and Terrorism Per Occurrence Limit do not apply to direct physical loss or damage to **foreclosed property** caused by or resulting from fire which ensues from a **certified act of terrorism** and there is a law in effect in the jurisdiction where the loss or damage occurs that expressly prohibits us from excluding such ensuing loss or damage.

# Property Insurance

## Endorsement

Effective Date

Policy Number

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### **Terrorism Limits Of Insurance** (continued)

Any payment we make applicable to the Limits Of Insurance described in paragraphs A. and B. above, will reduce the total amount of any other Limits Of Insurance applicable to the premises where the loss or damage occurred, by the amount of such payment.

---

### **Terrorism Deductible**

A new section titled Terrorism Deductible is added.

We will pay the amount of loss or damage in excess of the applicable deductible amount shown in the Schedule above, if such loss or damage is caused by or results from a **certified act of terrorism**.

Such deductible amount:

- will apply separately at each premises in any one **certified act of terrorism**; and
- does not apply to loss or damage caused by or resulting from fire which ensues from a **certified act of terrorism** and there is a law in effect in the jurisdiction where the loss or damage occurs that expressly prohibits us from excluding such ensuing loss or damage.

If only one deductible is shown in the Schedule above, then such deductible will apply over all premises shown in the Schedule above in any one **certified act of terrorism**.

---

### **Terrorism Definitions**

A new section titled Terrorism Definitions is added.

#### **Certified Act Of Terrorism**

**Certified act of terrorism** means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act:

- A. of terrorism, a violent act or an act that is dangerous to human life, property or infrastructure; and
- B. that results in damage:
  - 1. within the **United States**; or
  - 2. outside of the **United States** in the case of:
    - a. an air carrier or vessel as described in the **terrorism law**; or
    - b. the premises of a mission of the United States of America,

which was committed by an individual or individuals as part of an effort to:

- coerce the civilian population; or
- influence the policy or affect the conduct of the Government, of the **United States**.

---

## ***Terrorism Definitions***

### ***Certified Act Of Terrorism (continued)***

**Certified act of terrorism** does not include an act that:

- is committed as part of the course of a war declared by the Congress of the **United States**; or
- does not result in property and casualty insurance losses that exceed \$5 million in the aggregate and are attributable to all types of insurance subject to the **terrorism law**.

---

### ***State***

**State** means any state of the United States of America, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, each of the United States Virgin Islands, and any territory or possession of the United States of America.

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### ***Terrorism Law***

**Terrorism law** means the Terrorism Risk Insurance Act of 2002 (Pub.L.107-297) as amended by the Terrorism Risk Insurance Extension Act of 2005 (Pub.L.109-144) and the Terrorism Risk Insurance Program Reauthorization Act of 2007 (Pub.L.110-160).

---

### ***United States***

**United States** means:

- a **state**; and
- the territorial sea and the continental shelf of the United States of America, as described in the **terrorism law**.

All other terms and conditions remain unchanged.

Authorized Representative

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# ***Property Insurance***

## ***Endorsement***

*Policy Period*

*Effective Date*

*Policy Number*

*Insured*

*Name of Company*

*Date Issued*

---

This Endorsement applies to the following forms:

---

### **SCHEDULE**

---

**Policy language follows**

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# Property Insurance

## Endorsement

Effective Date

Policy Number

---

A new section titled Terrorism Provisions is added to the end of this contract.

### **Terrorism Provisions**

#### *Certified Act Of Terrorism Exclusion*

This insurance does not apply to loss or damage caused directly or indirectly by a **certified act of terrorism**, regardless of any other cause or event that contributes:

- concurrently; or
- in any sequence,

to the loss or damage.

This Certified Act Of Terrorism exclusion does not apply to:

- A. premises shown in the Schedule above; and
- B. ensuing loss or damage caused by or resulting from fire. This exception for fire applies:
  - 1. only to direct physical loss or damage by fire to **trust property**; and
  - 2. if the fire would be covered under this insurance and there is a law in effect in the jurisdiction where the loss or damage occurs that expressly prohibits us from excluding such ensuing loss or damage.

---

#### *Application Of Other Exclusions*

The terms and limitations of any terrorism exclusion or sublimit, or the inapplicability or omission of a terrorism exclusion or sublimit, do not serve to create coverage for any loss which would otherwise be excluded or sublimited under this policy, such as losses excluded by the Nuclear Hazard exclusion or the War And Military Action exclusion.

---

#### *Ensuing Fire Loss Payment Basis Exception*

**Trust property** which suffers direct physical loss or damage caused by or resulting from fire which ensues from a **certified act of terrorism** is valued on an actual cash value basis, subject to all other exceptions described under Loss Payment Basis Exceptions.

This provision applies only where there is a law in effect in the jurisdiction where the loss or damage occurs that expressly prohibits us from excluding such ensuing loss or damage.

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## **Terrorism Provisions**

(continued)

### **Cap On Certified Terrorism Losses**

If:

- aggregate insured losses attributable to one or more **certified acts of terrorism** under the **terrorism law** exceed \$100 billion in a Program Year (January 1 through December 31); and
- we have met our insurer deductible under the **terrorism law**,

we will not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

---

### **Terrorism Limits Of Insurance**

A new section titled Terrorism Limits Of Insurance is added.

#### **A. Terrorism Policy Aggregate Limit**

The most we will pay at all premises shown in the Schedule above during any consecutive 12-month period, beginning with the effective date shown in the Declarations, for direct physical loss or damage, and **business income** or **rental income** loss and **extra expense**, caused by or resulting from a **certified act of terrorism**, is the Terrorism Policy Aggregate Limit shown in the Schedule above, regardless of any other cause or event that directly or indirectly contributes:

- concurrently; or
- in any sequence,

to the loss or damage, even if such other cause or event would otherwise be covered.

#### **B. Terrorism Per Occurrence Limit**

Subject to the:

- Terrorism Policy Aggregate Limit described in paragraph A. above and shown in the Schedule above; and
- Terrorism Deductible described below and shown in the Schedule above,

the most we will pay, in any one **certified act of terrorism**, for direct physical loss or damage, and **business income** or **rental income** loss and **extra expense**, at the premises shown in the Schedule above, caused by or resulting from a **certified act of terrorism**, is the lesser of the applicable:

- Limits Of Insurance shown in the Declarations; or
- Terrorism Per Occurrence Limit shown in the Schedule above,

regardless of any other cause or event that directly or indirectly contributes:

- concurrently; or
- in any sequence,

to the loss or damage, even if such other cause or event would otherwise be covered.

The Terrorism Policy Aggregate Limit and Terrorism Per Occurrence Limit do not apply to direct physical loss or damage to **trust property** caused by or resulting from fire which ensues from a **certified act of terrorism** and there is a law in effect in the jurisdiction where the loss or damage occurs that expressly prohibits us from excluding such ensuing loss or damage.

# Property Insurance

## Endorsement

Effective Date

Policy Number

---

### **Terrorism Limits Of Insurance** (continued)

Any payment we make applicable to the Limits Of Insurance described in paragraphs A. and B. above, will reduce the total amount of any other Limits Of Insurance applicable to the premises where the loss or damage occurred, by the amount of such payment.

---

### **Terrorism Deductible**

A new section titled Terrorism Deductible is added.

We will pay the amount of loss or damage, including any resulting **business income** or **rental income** loss, if such coverage is provided, in excess of the applicable deductible amount shown in the Schedule above, if such loss or damage is caused by or results from a **certified act of terrorism**.

Such deductible amount:

- A. will apply separately at each premises in any one **certified act of terrorism**; and
- B. does not apply to:
  - 1. **extra expense**; or
  - 2. loss or damage caused by or resulting from fire which ensues from a **certified act of terrorism** and there is a law in effect in the jurisdiction where the loss or damage occurs that expressly prohibits us from excluding such ensuing loss or damage.

If only one deductible is shown in the Schedule above, then such deductible will apply over all premises in any one **certified act of terrorism**.

---

### **Terrorism Definitions**

A new section titled Terrorism Definitions is added.

#### **Certified Act Of Terrorism**

**Certified act of terrorism** means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act:

- A. of terrorism, a violent act or an act that is dangerous to human life, property or infrastructure; and
  - B. that results in damage:
    - 1. within the **United States**; or
    - 2. outside of the **United States** in the case of:
      - a. an air carrier or vessel as described in the **terrorism law**; or
      - b. the premises of a mission of the United States of America,
- which was committed by an individual or individuals as part of an effort to:
- coerce the civilian population; or



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## ***Terrorism Definitions***

### ***Certified Act Of Terrorism (continued)***

- influence the policy or affect the conduct of the Government,  
of the **United States**.

**Certified act of terrorism** does not include an act that:

- is committed as part of the course of a war declared by the Congress of the **United States**; or
- does not result in property and casualty insurance losses that exceed \$5 million in the aggregate and are attributable to all types of insurance subject to the **terrorism law**.

---

### ***State***

**State** means any state of the United States of America, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, each of the United States Virgin Islands, and any territory or possession of the United States of America.

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### ***Terrorism Law***

**Terrorism law** means the Terrorism Risk Insurance Act of 2002 (Pub.L.107-297) as amended by the Terrorism Risk Insurance Extension Act of 2005 (Pub.L.109-144) and the Terrorism Risk Insurance Program Reauthorization Act of 2007 (Pub.L.110-160).

---

### ***United States***

**United States** means:

- a **state**; and
- the territorial sea and the continental shelf of the United States of America, as described in the **terrorism law**.

All other terms and conditions remain unchanged.

Authorized Representative

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# ***Property Insurance***

## ***Endorsement***

*Policy Period*

*Effective Date*

*Policy Number*

*Insured*

*Name of Company*

*Date Issued*

---

This Endorsement applies to the following forms:

---

### **SCHEDULE**

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**Policy language follows**

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# Property Insurance

## Endorsement

Effective Date

Policy Number

---

A new section titled Terrorism Provisions is added to the end of this contract.

### Terrorism Provisions

#### Certified Act Of Terrorism Exclusion

This insurance does not apply to loss or damage caused directly or indirectly by a **certified act of terrorism**, regardless of any other cause or event that contributes:

- concurrently; or
- in any sequence,

to the loss or damage.

This Certified Act Of Terrorism exclusion does not apply to:

- A. premises shown in the Schedule above; and
- B. ensuing loss or damage caused by or resulting from fire. This exception for fire applies:
  - 1. only to direct physical loss or damage by fire to **building or personal property**. Therefore, for example, the exception does not apply to insurance provided under **business income, rental income** and/or **extra expense** or endorsements which apply to these forms, or to the Care, Custody Or Control Legal Liability contract; and
  - 2. if the fire would be covered under this insurance and there is a law in effect in the jurisdiction where the loss or damage occurs that expressly prohibits us from excluding such ensuing loss or damage.

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#### Application Of Other Exclusions

The terms and limitations of any terrorism exclusion or sublimit, or the inapplicability or omission of a terrorism exclusion or sublimit, do not serve to create coverage for any loss which would otherwise be excluded or sublimited under this policy, such as losses excluded by the Nuclear Hazard exclusion or the War And Military Action exclusion.

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#### Ordinance Or Law Loss Payment Basis

The Ordinance Or Law Loss Payment Basis provision does not apply to loss or damage caused by or resulting from fire which ensues from a **certified act of terrorism**, and there is a law in effect in the jurisdiction where the loss or damage occurs that expressly prohibits us from excluding such ensuing loss or damage.

---

#### Ensuing Fire Loss Payment Basis Exception

**Building or personal property** which suffers direct physical loss or damage caused by or resulting from fire which ensues from a **certified act of terrorism**, is valued on an actual cash value basis, subject to all other exceptions described under Loss Payment Basis Exceptions.

This provision applies only where there is a law in effect in the jurisdiction where the loss or damage occurs that expressly prohibits us from excluding such ensuing loss or damage.

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## **Terrorism Provisions**

(continued)

### **Cap On Certified Terrorism Losses**

If:

- aggregate insured losses attributable to one or more **certified acts of terrorism** under the **terrorism law** exceed \$100 billion in a Program Year (January 1 through December 31); and
- we have met our insurer deductible under the **terrorism law**,

we will not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

---

### **Coinurance**

Coinurance on **building, personal property, business income** or **rental income** does not apply to the Limits Of Insurance shown in the Schedule of this endorsement.

---

### **Terrorism Limits Of Insurance**

A new section titled Terrorism Limits Of Insurance is added.

#### **A. Terrorism Policy Aggregate Limit**

The most we will pay at all premises shown in the Schedule above during any consecutive 12-month period, beginning with the effective date shown in the Declarations, for direct physical loss or damage and **business income** or **rental income** loss and **extra expense**, if such coverage is provided, caused by or resulting from a **certified act of terrorism**, is the Terrorism Policy Aggregate Limit shown in the Schedule above, regardless of any other cause or event that directly or indirectly contributes:

- concurrently; or
- in any sequence,

to the loss or damage, even if such other cause or event would otherwise be covered.

#### **B. Terrorism Per Occurrence Limit**

Subject to the Terrorism Policy Aggregate Limit described in paragraph A. above and shown in the Schedule above, the most we will pay, in any one **certified act of terrorism**, for direct physical loss or damage and **business income** or **rental income** loss and **extra expense**, if such coverage is provided, at the premises shown in the Schedule above, caused by or resulting from a **certified act of terrorism**, is the lesser of the applicable:

- Limits Of Insurance shown in the Declarations; or
- Terrorism Per Occurrence Limit shown in the Schedule above,

regardless of any other cause or event that directly or indirectly contributes:

- concurrently; or
- in any sequence,

to the loss or damage, even if such other cause or event would otherwise be covered.

# Property Insurance

## Endorsement

Effective Date

Policy Number

### **Terrorism Limits Of Insurance** (continued)

The Terrorism Policy Aggregate Limit and Terrorism Per Occurrence Limit do not apply to direct physical loss or damage to **building** or **personal property** caused by or resulting from fire which ensues from a **certified act of terrorism** and there is a law in effect in the jurisdiction where the loss or damage occurs that expressly prohibits us from excluding such ensuing loss or damage.

Any payment we make applicable to the Limits Of Insurance described in paragraphs A. and B. above, will reduce the total amount of any other Limits Of Insurance applicable to the premises where the loss or damage occurred, by the amount of such payment.

A new section titled Terrorism Definitions is added.

### **Terrorism Definitions**

#### *Certified Act Of Terrorism*

**Certified act of terrorism** means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act:

- A. of terrorism, a violent act or an act that is dangerous to human life, property or infrastructure; and
- B. that results in damage:
  - 1. within the **United States**; or
  - 2. outside of the **United States** in the case of:
    - a. an air carrier or vessel as described in the **terrorism law**; or
    - b. the premises of a mission of the United States of America,

which was committed by an individual or individuals as part of an effort to:

- coerce the civilian population; or
- influence the policy or affect the conduct of the Government, of the **United States**.

**Certified act of terrorism** does not include an act that:

- is committed as part of the course of a war declared by the Congress of the **United States**; or
- does not result in property and casualty insurance losses that exceed \$5 million in the aggregate and are attributable to all types of insurance subject to the **terrorism law**.

#### *State*

**State** means any state of the United States of America, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, each of the United States Virgin Islands, and any territory or possession of the United States of America.

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## ***Terrorism Definitions***

*(continued)*

### ***Terrorism Law***

**Terrorism law** means the Terrorism Risk Insurance Act of 2002 (Pub.L.107-297) as amended by the Terrorism Risk Insurance Extension Act of 2005 (Pub.L.109-144) and the Terrorism Risk Insurance Program Reauthorization Act of 2007 (Pub.L.110-160).

---

### ***United States***

**United States** means:

- a **state**; and
- the territorial sea and the continental shelf of the United States of America, as described in the **terrorism law**.

All other terms and conditions remain unchanged.

*Authorized Representative*

---

# ***Property Insurance***

## ***Endorsement***

*Policy Period*

*Effective Date*

*Policy Number*

*Insured*

*Name of Company*

*Date Issued*

---

This Endorsement applies to the following forms:

---

### **SCHEDULE**

---

**Policy language follows**



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# Property Insurance

## Endorsement

Effective Date

Policy Number

---

A new section titled Terrorism Provisions is added to the end of this contract.

### Terrorism Provisions

#### Certified Act Of Terrorism Exclusion

This insurance does not apply to loss or damage caused directly or indirectly by a **certified act of terrorism**, regardless of any other cause or event that contributes:

- concurrently; or
- in any sequence,

to the loss or damage.

This Certified Act Of Terrorism exclusion does not apply to:

- A. premises shown in the Schedule above; and
- B. ensuing loss or damage caused by or resulting from fire. This exception for fire applies:
  - 1. only to direct physical loss or damage by fire to **building or telecommunications property**. Therefore, for example, the exception does not apply to insurance provided under **business income** and/or **extra expense** or endorsements which apply to these forms; and
  - 2. if the fire would be covered under this insurance and there is a law in effect in the jurisdiction where the loss or damage occurs that expressly prohibits us from excluding such ensuing loss or damage.

---

#### Application Of Other Exclusions

The terms and limitations of any terrorism exclusion or sublimit, or the inapplicability or omission of a terrorism exclusion or sublimit, do not serve to create coverage for any loss which would otherwise be excluded or sublimited under this policy, such as losses excluded by the Nuclear Hazard exclusion or the War And Military Action exclusion.

---

#### Ordinance Or Law Loss Payment Basis

The Ordinance Or Law Loss Payment Basis provision does not apply to loss or damage caused by or resulting from fire which ensues from a **certified act of terrorism**, and there is a law in effect in the jurisdiction where the loss or damage occurs that expressly prohibits us from excluding such ensuing loss or damage.

---

#### Ensuing Fire Loss Payment Basis Exception

**Building or telecommunications property** which suffers direct physical loss or damage caused by or resulting from fire which ensues from a **certified act of terrorism** is valued on an actual cash value basis, subject to all other exceptions described under Loss Payment Basis Exceptions.

This provision applies only where there is a law in effect in the jurisdiction where the loss or damage occurs that expressly prohibits us from excluding such ensuing loss or damage.

---

---

## ***Terrorism Provisions***

*(continued)*

### ***Cap On Certified Terrorism Losses***

If:

- aggregate insured losses attributable to one or more **certified acts of terrorism** under the **terrorism law** exceed \$100 billion in a Program Year (January 1 through December 31); and
- we have met our insurer deductible under the **terrorism law**,

we will not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

---

### ***Coinurance***

Coinurance on **building, telecommunications property** or **business income** does not apply to the Limits Of Insurance shown in the Schedule of this endorsement.

---

### ***Terrorism Limits Of Insurance***

A new section titled Terrorism Limits Of Insurance is added.

#### **A. Terrorism Policy Aggregate Limit**

The most we will pay at all premises shown in the Schedule above during any consecutive 12-month period, beginning with the effective date shown in the Declarations, for direct physical loss or damage and **business income** loss and **extra expense**, if such coverage is provided, caused by or resulting from a **certified act of terrorism**, is the Terrorism Policy Aggregate Limit shown in the Schedule above, regardless of any other cause or event that directly or indirectly contributes:

- concurrently; or
- in any sequence,

to the loss or damage, even if such other cause or event would otherwise be covered.

#### **B. Terrorism Per Occurrence Limit**

Subject to the Terrorism Policy Aggregate Limit described in paragraph A. above and shown in the Schedule above, the most we will pay, in any one **certified act of terrorism**, for direct physical loss or damage and **business income** loss and **extra expense**, if such coverage is provided, at the premises shown in the Schedule above, caused by or resulting from a **certified act of terrorism**, is the lesser of the applicable:

- Limits Of Insurance shown in the Declarations; or
- Terrorism Per Occurrence Limit shown in the Schedule above,

regardless of any other cause or event that directly or indirectly contributes:

- concurrently; or
- in any sequence,

to the loss or damage, even if such other cause or event would otherwise be covered.

# Property Insurance

## Endorsement

Effective Date

Policy Number

---

### **Terrorism Limits Of Insurance** (continued)

The Terrorism Policy Aggregate Limit and Terrorism Per Occurrence Limit do not apply to direct physical loss or damage to **building** or **telecommunications property** caused by or resulting from fire which ensues from a **certified act of terrorism** and there is a law in effect in the jurisdiction where the loss or damage occurs that expressly prohibits us from excluding such ensuing loss or damage.

Any payment we make applicable to the Limits Of Insurance described in paragraphs A. and B. above, will reduce the total amount of any other Limits Of Insurance applicable to the premises where the loss or damage occurred, by the amount of such payment.

---

A new section titled Terrorism Definitions is added.

### **Terrorism Definitions**

#### **Certified Act Of Terrorism**

**Certified act of terrorism** means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act:

- A. of terrorism, a violent act or an act that is dangerous to human life, property or infrastructure; and
- B. that results in damage:
  - 1. within the **United States**; or
  - 2. outside of the **United States** in the case of:
    - a. an air carrier or vessel as described in the **terrorism law**; or
    - b. the premises of a mission of the United States of America,

which was committed by an individual or individuals as part of an effort to:

- coerce the civilian population; or
  - influence the policy or affect the conduct of the Government,
- of the **United States**.

**Certified act of terrorism** does not include an act that:

- is committed as part of the course of a war declared by the Congress of the **United States**; or
  - does not result in property and casualty insurance losses that exceed \$5 million in the aggregate and are attributable to all types of insurance subject to the **terrorism law**.
-

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## ***Terrorism Definitions***

*(continued)*

### ***State***

**State** means any state of the United States of America, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, each of the United States Virgin Islands, and any territory or possession of the United States of America.

---

### ***Terrorism Law***

**Terrorism law** means the Terrorism Risk Insurance Act of 2002 (Pub.L.107-297) as amended by the Terrorism Risk Insurance Extension Act of 2005 (Pub.L.109-144) and the Terrorism Risk Insurance Program Reauthorization Act of 2007 (Pub.L.110-160).

---

### ***United States***

**United States** means:

- a **state**; and
- the territorial sea and the continental shelf of the United States of America, as described in the **terrorism law**.

All other terms and conditions remain unchanged.

*Authorized Representative*

---

# ***Property Insurance***

## ***Endorsement***

*Policy Period*

*Effective Date*

*Policy Number*

*Insured*

*Name of Company*

*Date Issued*

---

This Endorsement applies to the following forms:

---

### **SCHEDULE**

---

**Policy language follows**

---

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# Property Insurance

## Endorsement

Effective Date

Policy Number

---

A new section titled Terrorism Provisions is added to the end of this contract.

### **Terrorism Provisions**

#### *Certified Act Of Terrorism Exclusion*

This insurance does not apply to loss or damage caused directly or indirectly by a **certified act of terrorism**, regardless of any other cause or event that contributes:

- concurrently; or
- in any sequence,

to the loss or damage.

This Certified Act Of Terrorism exclusion does not apply to:

- A. premises shown in the Schedule above; and
- B. ensuing loss or damage caused by or resulting from fire. This exception for fire applies:
  1. only to direct physical loss or damage by fire to **building, personal property or stock**. Therefore, for example, the exception does not apply to insurance provided under **business income** and/or **extra expense** or endorsements which apply to these forms, or to the Care, Custody Or Control Legal Liability or Leasehold Interest contracts; and
  2. if the fire would be covered under this insurance and there is a law in effect in the jurisdiction where the loss or damage occurs that expressly prohibits us from excluding such ensuing loss or damage.

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#### *Application Of Other Exclusions*

The terms and limitations of any terrorism exclusion or sublimit, or the inapplicability or omission of a terrorism exclusion or sublimit, do not serve to create coverage for any loss which would otherwise be excluded or sublimited under this policy, such as losses excluded by the Nuclear Hazard exclusion or the War And Military Action exclusion.

---

#### *Ordinance Or Law Loss Payment Basis*

The Ordinance Or Law Loss Payment Basis provision does not apply to loss or damage caused by or resulting from fire which ensues from a **certified act of terrorism**, and there is a law in effect in the jurisdiction where the loss or damage occurs that expressly prohibits us from excluding such ensuing loss or damage.

---

#### *Ensuing Fire Loss Payment Basis Exception*

**Building, personal property or stock** which suffers direct physical loss or damage caused by or resulting from fire which ensues from a **certified act of terrorism** is valued on an actual cash value basis, subject to all other exceptions described under Loss Payment Basis Exceptions.

This provision applies only where there is a law in effect in the jurisdiction where the loss or damage occurs that expressly prohibits us from excluding such ensuing loss or damage.

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## ***Terrorism Provisions***

*(continued)*

### ***Cap On Certified Terrorism Losses***

If:

- aggregate insured losses attributable to one or more **certified acts of terrorism** under the **terrorism law** exceed \$100 billion in a Program Year (January 1 through December 31); and
- we have met our insurer deductible under the **terrorism law**,

we will not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

---

### ***Coinurance***

Coinurance on **building, personal property, stock** or **business income** does not apply to the Limits Of Insurance shown in the Schedule of this endorsement.

---

### ***Terrorism Limits Of Insurance***

A new section titled Terrorism Limits Of Insurance is added.

A. Terrorism Policy Aggregate Limit

The most we will pay at all premises shown in the Schedule above during any consecutive 12-month period, beginning with the effective date shown in the Declarations, for direct physical loss or damage and **business income** loss and **extra expense**, if such coverage is provided, caused by or resulting from a **certified act of terrorism**, is the Terrorism Policy Aggregate Limit shown in the Schedule above, regardless of any other cause or event that directly or indirectly contributes:

- concurrently; or
- in any sequence,

to the loss or damage, even if such other cause or event would otherwise be covered.

B. Terrorism Per Occurrence Limit

Subject to the Terrorism Policy Aggregate Limit described in paragraph A. above and shown in the Schedule above, the most we will pay, in any one **certified act of terrorism**, for direct physical loss or damage and **business income** loss and **extra expense**, if such coverage is provided, at the premises shown in the Schedule above, caused by or resulting from a **certified act of terrorism**, is the lesser of the applicable:

- Limits Of Insurance shown in the Declarations; or
- Terrorism Per Occurrence Limit shown in the Schedule above,

regardless of any other cause or event that directly or indirectly contributes:

- concurrently; or
- in any sequence,

to the loss or damage, even if such other cause or event would otherwise be covered.

# Property Insurance

## Endorsement

Effective Date

Policy Number

### **Terrorism Limits Of Insurance** (continued)

The Terrorism Policy Aggregate Limit and Terrorism Per Occurrence Limit do not apply to direct physical loss or damage to **building, personal property** or **stock** caused by or resulting from fire which ensues from a **certified act of terrorism** and there is a law in effect in the jurisdiction where the loss or damage occurs that expressly prohibits us from excluding such ensuing loss or damage.

Any payment we make applicable to the Limits Of Insurance described in paragraphs A. and B. above, will reduce the total amount of any other Limits Of Insurance applicable to the premises where the loss or damage occurred, by the amount of such payment.

A new section titled Terrorism Definitions is added.

### **Terrorism Definitions**

#### **Certified Act Of Terrorism**

**Certified act of terrorism** means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act:

- A. of terrorism, a violent act or an act that is dangerous to human life, property or infrastructure; and
- B. that results in damage:
  - 1. within the **United States**; or
  - 2. outside of the **United States** in the case of:
    - a. an air carrier or vessel as described in the **terrorism law**; or
    - b. the premises of a mission of the United States of America,

which was committed by an individual or individuals as part of an effort to:

- coerce the civilian population; or
- influence the policy or affect the conduct of the Government, of the **United States**.

**Certified act of terrorism** does not include an act that:

- is committed as part of the course of a war declared by the Congress of the **United States**; or
- does not result in property and casualty insurance losses that exceed \$5 million in the aggregate and are attributable to all types of insurance subject to the **terrorism law**.

---

## ***Terrorism Definitions***

*(continued)*

### ***State***

**State** means any state of the United States of America, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, each of the United States Virgin Islands, and any territory or possession of the United States of America.

---

### ***Terrorism Law***

**Terrorism law** means the Terrorism Risk Insurance Act of 2002 (Pub.L.107-297) as amended by the Terrorism Risk Insurance Extension Act of 2005 (Pub.L.109-144) and the Terrorism Risk Insurance Program Reauthorization Act of 2007 (Pub.L.110-160).

---

### ***United States***

**United States** means:

- a **state**; and
- the territorial sea and the continental shelf of the United States of America, as described in the **terrorism law**.

All other terms and conditions remain unchanged.

*Authorized Representative*

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# *Property Insurance*

## *Endorsement*

*Policy Period*

*Effective Date*

*Policy Number*

*Insured*

*Name of Company*

*Date Issued*

---

This Endorsement applies to the following forms:

---

A new section titled Terrorism Provisions is added at the end of this contract:

### *Terrorism Provisions*

#### *Certified Act Of Terrorism Exclusion*

This insurance does not apply to loss or damage caused directly or indirectly by a **certified act of terrorism**, regardless of any other cause or event that contributes:

- concurrently; or
- in any sequence,

to the loss or damage.

This Certified Act Of Terrorism exclusion does not apply to ensuing loss or damage caused by or resulting from fire. This exception for fire applies:

- only to direct physical loss or damage by fire to **building, personal property** or **stock**. Therefore, for example, the exception does not apply to insurance provided under **business income** and/or **extra expense** or endorsements which apply to these forms, or to the Care, Custody Or Control Legal Liability or Leasehold Interest contracts; and
- if the fire would be covered under this insurance and there is a law in effect in the jurisdiction where the loss or damage occurs that expressly prohibits us from excluding such ensuing loss or damage.

---

## ***Terrorism Provisions***

*(continued)*

### ***Application Of Other Exclusions***

The terms and limitations of any terrorism exclusion or sublimit, or the inapplicability or omission of a terrorism exclusion or sublimit, do not serve to create coverage for any loss which would otherwise be excluded or sublimited under this policy, such as losses excluded by the Nuclear Hazard exclusion or the War And Military Action exclusion.

---

### ***Ordinance Or Law Loss Payment Basis***

The Ordinance Or Law Loss Payment Basis provision does not apply to loss or damage caused by or resulting from fire which ensues from a **certified act of terrorism**.

---

### ***Ensuing Fire Loss Payment Basis Exception***

**Building, personal property or stock** which suffers direct physical loss or damage caused by or resulting from fire which ensues from a **certified act of terrorism** is valued on an actual cash value basis, subject to all other exceptions described under Loss Payment Basis Exceptions.

---

### ***Cap On Ensuing Fire Resulting From Certified Terrorism Losses***

If:

- aggregate insured losses attributable to one or more **certified acts of terrorism** under the **terrorism law** exceed \$100 billion in a Program Year (January 1 through December 31); and
- we have met our insurer deductible under the **terrorism law**,

we will not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

---

A new section titled Terrorism Definitions is added.

## ***Terrorism Definitions***

### ***Certified Act Of Terrorism***

**Certified act of terrorism** means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act:

- A. of terrorism, a violent act or an act that is dangerous to human life, property or infrastructure; and
- B. that results in damage:
  - 1. within the **United States**; or
  - 2. outside of the **United States** in the case of:
    - a. an air carrier or vessel as described in the **terrorism law**; or
    - b. the premises of a mission of the United States of America,

which was committed by an individual or individuals as part of an effort to:

- coerce the civilian population; or
- influence the policy or affect the conduct of the Government, of the **United States**.

# Property Insurance

## Endorsement

Effective Date

Policy Number

---

### Terrorism Definitions

#### *Certified Act Of Terrorism (continued)*

**Certified act of terrorism** does not include an act that:

- is committed as part of the course of a war declared by the Congress of the **United States**; or
- does not result in property and casualty insurance losses that exceed \$5 million in the aggregate and are attributable to all types of insurance subject to the **terrorism law**.

---

#### *State*

**State** means any state of the United States of America, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, each of the United States Virgin Islands, and any territory or possession of the United States of America.

---

#### *Terrorism Law*

**Terrorism law** means the Terrorism Risk Insurance Act of 2002 (Pub.L.107-297) as amended by the Terrorism Risk Insurance Extension Act of 2005 (Pub.L.109-144) and the Terrorism Risk Insurance Program Reauthorization Act of 2007 (Pub.L.110-160).

---

#### *United States*

**United States** means:

- a **state**; and
- the territorial sea and the continental shelf of the United States of America, as described in the **terrorism law**.

All other terms and conditions remain unchanged.

Authorized Representative

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# ***Property Insurance***

## ***Endorsement***

*Policy Period*

*Effective Date*

*Policy Number*

*Insured*

*Name of Company*

*Date Issued*

---

This Endorsement applies to the following forms:

---

### **SCHEDULE**

---

**Policy language follows**

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# Property Insurance

## Endorsement

Effective Date

Policy Number

---

A new section titled Terrorism Provisions is added at the end of this contract only with respect to the premises shown in the Schedule of Premises above.

### Terrorism Provisions

#### *Certified Act Of Terrorism Exclusion*

This insurance does not apply to loss or damage caused directly or indirectly by a **certified act of terrorism**, regardless of any other cause or event that contributes:

- concurrently; or
- in any sequence,

to the loss or damage.

This Certified Act Of Terrorism exclusion does not apply to ensuing loss or damage caused by or resulting from fire. This exception for fire applies:

- only to direct physical loss or damage by fire to **building, personal property or stock**. Therefore, for example, the exception does not apply to insurance provided under **business income** and/or **extra expense** or endorsements which apply to these forms, or to the Care, Custody Or Control Legal Liability or Leasehold Interest contracts; and
- if the fire would be covered under this insurance and there is a law in effect in the jurisdiction where the loss or damage occurs that expressly prohibits us from excluding such ensuing loss or damage.

---

#### *Application Of Other Exclusions*

The terms and limitations of any terrorism exclusion or sublimit, or the inapplicability or omission of a terrorism exclusion or sublimit, do not serve to create coverage for any loss which would otherwise be excluded or sublimited under this policy, such as losses excluded by the Nuclear Hazard exclusion or the War And Military Action exclusion.

---

#### *Ordinance Or Law Loss Payment Basis*

The Ordinance Or Law Loss Payment Basis provision does not apply to loss or damage caused by or resulting from fire which ensues from a **certified act of terrorism**.

---

#### *Ensuing Fire Loss Payment Basis Exception*

**Building, personal property or stock** which suffers direct physical loss or damage caused by or resulting from fire which ensues from a **certified act of terrorism** is valued on an actual cash value basis, subject to all other exceptions described under Loss Payment Basis Exceptions.

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## ***Terrorism Provisions***

*(continued)*

### ***Cap On Ensuing Fire Resulting From Certified Terrorism Losses***

If:

- aggregate insured losses attributable to one or more **certified acts of terrorism** under the **terrorism law** exceed \$100 billion in a Program Year (January 1 through December 31); and
- we have met our insurer deductible under the **terrorism law**,

we will not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

---

A new section titled Terrorism Definitions is added only with respect to the premises shown in the Schedule of Premises above.

## ***Terrorism Definitions***

### ***Certified Act Of Terrorism***

**Certified act of terrorism** means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act:

- A. of terrorism, a violent act or an act that is dangerous to human life, property or infrastructure; and
- B. that results in damage:
  - 1. within the **United States**; or
  - 2. outside of the **United States** in the case of:
    - a. an air carrier or vessel as described in the **terrorism law**; or
    - b. the premises of a mission of the United States of America,

which was committed by an individual or individuals as part of an effort to:

- coerce the civilian population; or
  - influence the policy or affect the conduct of the Government,
- of the **United States**.

**Certified act of terrorism** does not include an act that:

- is committed as part of the course of a war declared by the Congress of the **United States**; or
- does not result in property and casualty insurance losses that exceed \$5 million in the aggregate and are attributable to all types of insurance subject to the **terrorism law**.

---

### ***State***

**State** means any state of the United States of America, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, each of the United States Virgin Islands, and any territory or possession of the United States of America.

---

# *Property Insurance*

## *Endorsement*

*Effective Date*

*Policy Number*

---

### ***Terrorism Definitions***

*(continued)*

#### *Terrorism Law*

**Terrorism law** means the Terrorism Risk Insurance Act of 2002 (Pub.L.107-297) as amended by the Terrorism Risk Insurance Extension Act of 2005 (Pub.L.109-144) and the Terrorism Risk Insurance Program Reauthorization Act of 2007 (Pub.L.110-160).

---

#### *United States*

**United States** means:

- a **state**; and
- the territorial sea and the continental shelf of the United States of America, as described in the **terrorism law**.

All other terms and conditions remain unchanged.

*Authorized Representative*

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## **IMPORTANT NOTICE TO POLICYHOLDERS**

### **TERRORISM RISK INSURANCE ACT**

This Important Notice is being provided with your policy to further satisfy the disclosure requirements of the Terrorism Risk Insurance Act.

At the time you received the written offer for this policy, we provided you with an Important Notice to Policyholders indicating that the insurance provided in your policy for losses caused by certain acts of terrorism (as defined in the Terrorism Risk Insurance Act) would be partially reimbursed by the United States of America, pursuant to the formula set forth in the Terrorism Risk Insurance Act. In addition, as required by the Terrorism Risk Insurance Act, we:

- indicated that we would make available insurance for such losses in the same manner as we provide insurance for other types of losses;
- specified the premium we would charge, if any, for providing such insurance; and
- except to the extent prohibited by law, gave you the opportunity to reject such insurance and have a terrorism exclusion, sublimit or other limitation included in your policy.

This Important Notice refers back to that Important Notice and provides information about your decision and the manner in which your policy has been subsequently modified.

If:

- You rejected terrorism insurance under the Terrorism Risk Insurance Act, your policy includes the appropriate amendatory endorsement(s).
- You did not reject terrorism insurance under the Terrorism Risk Insurance Act, the premium charged for your policy, including that portion applicable to terrorism insurance under the Terrorism Risk Insurance Act, is shown in your policy. To the extent your policy includes a limitation on terrorism insurance, it has been modified so that such limitation does not apply to terrorism insurance under the Terrorism Risk Insurance Act.

Please carefully review your policy and the Important Notice previously provided to you for further details. Please remember that only the terms of your policy establish the scope of your insurance protection.

#### **Please note that if your policy:**

- *provides commercial property insurance in a jurisdiction that has a statutory standard fire policy, the premium we charge for terrorism insurance under the Terrorism Risk Insurance Act, includes an amount attributable to the insurance provided pursuant to that standard fire policy. Rejection of such statutory insurance is legally prohibited.*
- *is a workers compensation policy, rejection of insurance for terrorism is legally prohibited.*

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31), the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

<i>SERFF Tracking Number:</i>	<i>CHUB-125483140</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>Federal Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>#? \$50</i>
<i>Company Tracking Number:</i>	<i>08-CMP-1-F</i>		
<i>TOI:</i>	<i>05.0 Commercial Multi-Peril - Liability &amp; Non-</i>	<i>Sub-TOI:</i>	<i>05.0003 Commercial Package</i>
	<i>Liability</i>		
<i>Product Name:</i>	<i>CUSTOMARQ</i>		
<i>Project Name/Number:</i>	<i>TRIPRA/TRIPRA 08-CMP-1-F</i>		

## Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: CHUB-125483140 State: Arkansas  
First Filing Company: Federal Insurance Company, ... State Tracking Number: #? \$50  
Company Tracking Number: 08-CMP-1-F  
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0003 Commercial Package  
Liability  
Product Name: CUSTOMARQ  
Project Name/Number: TRIPRA/TRIPRA 08-CMP-1-F

## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-  
Property & Casualty  
**Review Status:** Approved 03/11/2008  
**Comments:**  
Attached is the Terrorism Expedited Filing Form.  
**Attachment:**  
AR Expedited Form.pdf

**Satisfied -Name:** AR Explanatory Memorandum  
**Review Status:** Approved 03/11/2008  
**Comments:**  
**Attachment:**  
AR TRIPRA Expl Mem.pdf

**EXPEDITED FILING TRANSMITTAL DOCUMENT  
FOR TERRORISM RISK INSURANCE FORMS AND PRICING**

This page applies to the following state(s) ARKANSAS

Indicate Type of Filing
X Filing Related to <i>Certified Losses</i>
<input type="checkbox"/> Filing Related to <i>Non-Certified Losses</i>
<input type="checkbox"/> Filing Applicable to Both Certified and Non-Certified Losses

Department Use only

Company Name(s)	Domicile	NAIC #	FEIN #
Federal Insurance Company	Indiana	20281	13-1963496
Pacific Indemnity Company	Wisconsin	20346	95-1078160
Vigilant Insurance Company	New York	20397	13-1963495
Great Northern Insurance Company	Indiana	20303	41-0729473

**Contact Info for Filer**

Name and address of Filer(s)	Telephone #	FAX #	e-mail
Jane G Gutman Chubb and Son 202 Hall's Mill Road Whitehouse Station, New Jersey 08889	908-572-4422	908-572-4820	jgutman@chubb.com

**Filing information**

<b>Line of Insurance</b> (see attachment)	Commercial Multiple Peril 5.0
<b>Company Program Title</b> (Marketing title) (if applicable)	TRIPRA - CMP
<b>Filing Type ** see note below</b>	Forms
<b>This application is used with:</b>	Customary Property and Liability
<b>Effective Date Requested</b>	12/26/07
<b>Filing date</b>	03/05/2008
<b>Company Tracking Number</b>	08-CMP-1-F
<b>Date filing approved in domiciliary state, if applicable</b>	N/A

	<u>Component/Form Name /Description/Synopsis</u>	<u>Form # or Rate Page Include edition date</u>	<u>Replacement Or withdrawn?</u>	<u>If replacement, give form # or rate page(s) it replaces</u>	<u>Previous State Filing Number, if required by state</u>
01	Mortgage Protection Insurance – Cap On Certified Terrorism Losses – Mortgage Holder's Interest	17-02-5058 (Rev. 12-07)	X Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	17-02-5058 (Ed. 2-03)	Ack 3-21-03
02	Mining Property Insurance Cap On Certified Terrorism Losses	42-02-1842 (Rev. 12-07)	X Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	42-02-1842 (Ed. 2-03)	Ack 3-21-03
03	Power Production Property Insurance Cap On Certified Terrorism Losses	42-02-1846 (Rev. 12-07)	X Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	42-02-1846 (Ed. 2-03)	Ack 3-21-03
04	Pollution Liability Coverage Cap On Certified Terrorism Losses	42-02-1866 (Rev. 12-07)	X Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	42-02-1866 (Ed. 01-03)	"Filed" 2-28-03
05	Property Insurance Cap On Certified Terrorism Losses	80-02-1658 (Rev. 12-07)	X Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	80-02-1658 (Ed. 2-03)	Ack 3-21-03
06	Property Insurance Cap On Certified Terrorism Losses	80-02-1667 (Rev. 12-07)	X Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	80-02-1667 (Ed. 2-03)	Ack 3-21-03
07	Liability Insurance Cap On Certified Terrorism Losses	80-02-6403 (Rev. 12-07)	x Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	80-02-6403 (Ed. 01-03)	"Filed" 2-28-03
08	Property Insurance Exclusion of Certified Acts of	17-02-5061 (Rev. 12-07)	X Replacement <input type="checkbox"/> Withdrawn	17-02-5061 (Rev. 7-03)	Eff 2-1-04

	Terrorism/Exception For Certain Fire Losses		<input type="checkbox"/> Neither		
09	Property Insurance Exclusion of Certified Acts of Terrorism/Exception For Certain Fire Losses – EDP Property	17-02-5062 (Rev. 12-07)	X Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	17-02-5062 (Rev. 7-03)	Eff 2-1-04
10	Exclusion of Certified Acts of Terrorism/Exception For Certain Fire Losses- Foreclosed property	17-02-5063 (Rev. 12-07)	X Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	17-02-5063 (Ed. 2-03)	Ack 3-21-03
11	Property Insurance Exclusion of Certified Acts of Terrorism/Exception for Certain Fire Losses – Trust Property	17-02-5064 (Rev. 12-07)	X Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	17-02-5064 (Rev. 7-03)	Ack 3-21-03
12	Mortgage Protection Insurance Exclusion of Certified Acts of Terrorism Mortgage Holder's Interest	17-02-5065 (Rev. 12-07)	X Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	17-02-5065 (Ed. 2-03)	Ack 3-21-03
13	Property Insurance Exclusion of Certified Acts of Terrorism/Exception for Certain Fire Losses	17-02-5074 (Rev. 12-07)	X Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	17-02-5074 (Rev. 7-04)	Ack 3-21-03
14	Property Insurance Exclusion of Certified Acts of terrorism/Exception For Certain Fire Losses – EDP Property	17-02-5075 (Rev. 12-07)	X Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	17-02-5075 (Rev. 7-03)	Ack 3-21-03
15	Property Insurance Exclusion of Certified Acts Of Terrorism/Exception For Certain Fire Losses – Foreclosed Property	17-02-5076 (Rev. 12-07)	X Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	17-02-5076 (Ed. 2-03)	Ack 3-21-03
16	Property Insurance Exclusion of Certified Acts Of Terrorism/Exception For Certain Fire Losses- Trust Property	17-02-5077 (Rev. 12-07)	x Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	17-02-5077 (Ed. 2-03)	Ack 3-21-03
17	Mining Property Insurance Exclusion of Certified Acts of Terrorism/Coverage For Certain Fire Losses	42-02-1839 (Rev. 12-07)	x Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	42-02-1839 (Ed. 2-03)	Ack 3-21-03
18	Power Production Property Insurance Exclusion of Certified Acts of Terrorism/Coverage For Certain Fire Losses	42-02-1843 (Rev. 12-07)	x Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	42-02-1843 (Ed. 2-03)	Ack 3-21-03
19	Property Insurance Exclusion of certified Acts Of Terrorism/Exception For Certain Fire Losses	80-02-1660 (Rev. 12-07)	x Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	80-02-1660 (Ed. 2-03)	Ack 3-21-03
20	Property Insurance Exclusion of Certified Acts Of Terrorism/Exception For Certain Fire Losses –	80-02-1661 (Rev. 12-07)	x Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	80-02-1661 (Ed. 2-03)	Ack 3-21-03
21	Property Insurance Exclusion of Certified Acts Of Terrorism/Exception For Certain Fire Losses – Telecommunications	80-02-1669 (Rev. 12-07)	x Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	80-02-1669 (Ed. 2-03)	Ack 3-21-03
22	Property Insurance Exclusion Of Certified Acts Of Terrorism/Exception For Certain Fire Losses- Telecommunications	80-02-1671 (Rev. 12-07)	x Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	80-02-1671 (Ed. 2-03)	Ack 3-21-03
23	Pollution Liability Coverage	42-02-1867	x Replacement	42-02-1867	"Filed" 2-28-03



	Exclusion Of Certified Acts of Terrorism	(Rev. 12-07)	<input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	(Ed. 01-03)	
24	Liability Insurance Exclusion of Certified Acts of Terrorism	80-02-6400 (Rev. 12-07)	x Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	80-02-6400 (Ed 01-03)	"Filed" 2-28-03
25	Property Insurance Certified Acts of Terrorism Sublimit/Exception For Certain Fire Losses	17-02-5087 (Rev. 12-07)	x Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	17-02-5087 (Rev 7-03)	Eff 2-1-04
26	Property Insurance Certified Acts of Terrorism Sublimit/Exception For Certain Fire Losses – EDP Property	17-02-5088 (Rev. 12-07)	x Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	17-02-5088 (Rev 7-03)	Eff 2-1-04
27	Property Insurance Certified Acts of Terrorism Sublimit/Exception For Certain Fire Losses – Foreclosed Property	17-02-5089 (Rev. 12-07)	x Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	17-02-5089 (Rev 7-03)	Eff 2-1-04
28	Property Insurance Certified Acts of Terrorism Sublimit/Exception For Certain Fire Losses – Trust Property	17-02-5090 (Rev. 12-07)	x Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	17-02-5090 (Rev. 7-03)	Eff 2-1-04
29	Property Insurance Certified Acts of Terrorism Sublimit/Exception For Certain Fire Losses	80-02-1675 (Rev. 12-07)	x Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	80-02-1675 (Rev.7-03)	Eff 2-1-04
30	Property Insurance Certified Acts of Terrorism Sublimit/Exception For Certain Fire Losses-Telecommunications	80-02-1677 (Rev. 12-07)	x Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	80-02-1677 (Ed. 2-03)	Ack 3-21-03
31	Certified Acts Of Terrorism Sublimit/Exception For Certain Fire Losses – Wineries	80-02-1678 Rev. 12-74	<input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	80-02-1678 Ed. 2-03	Ack 3-21-03
32	Exclusion Of Certified Acts Of Terrorism/Exception For Certain Fire Losses – Wineries	80-02-1672 Rev. 12-07	<input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	80-02-1672 Ed. 2-03	Ack 3-21-03
33	Exclusion Of Certified Acts Of Terrorism/Exception For Certain Fire Losses – Wineries	80-02-1662 Rev. 12-07	<input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	80-02-1662 Ed. 2-03	Ack 3-21-03
34	Important Notice	99-10-0732 (Rev. 12-07)	x Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	99-10-0732 (Ed. 1/03)	Ack 3-21-03

To be complete, a form filing must include the following:

- A completed Expedited Filing Transmittal Document for each insurer or advisory organization.
- One copy of each endorsement, disclosure form or other policy language, unless the insurer has given an advisory organization authorization to file them on its behalf.
- A copy of the rates, rating systems and supporting documentation.
- The appropriate filing fees, if required.
- A postage-paid, self-addressed envelope **large enough to accommodate the return.**

The insurer(s) submitting this filing certifies that it:

Is in compliance with the terms of the Terrorism Risk Insurance Act, as amended, and the laws of this state;  
and

Is in compliance with the requirements of the bulletin containing the voluntary expedited filing procedures.

Jane G. Gutman

Jane G. Gutman

Unit Mgr., Commercial Lines/SFD/CCI

Signature

Print Name:

Title: \_\_\_\_\_

**ARKANSAS**  
**EXPLANATORY MEMORANDUM**  
**TRIPRA**

*The following endorsements have been revised (as described below) so that they comply with the provisions of the Terrorism Risk Insurance Program Reauthorization Act of 2007.*

*Where possible, we have described the changes to include the impact the change has on the scope of the provision or the scope of insurance provided. However, because it is impossible to anticipate every possible loss scenario that could implicate a change we have made, some changes can have a variety of effects (depending on the type of loss) and do not lend themselves to such a description. In those cases, we have simply described the change. We refer you to the applicable language of the provision in question for additional information. We also specify what provisions are new (both those that are included in a contract and those which are added by endorsement) and summarize the content of the new item.*

*Please be advised that we are working to add the forms to our internal rating and policy issuance system. Once this is finalized, the final forms may be formatted differently due to systems constraints. However, the language and punctuation will be the same. We hereby inform you, we will not refile the system generated forms unless otherwise requested in response to this filing.*

1. Cap On Certified Terrorism Losses

17-02-5058, Rev. 12-07, Cap On Certified Terrorism Losses -Mortgage Holder's Interest  
42-02-1842, Rev. 12-07, Cap On Certified Terrorism Losses  
42-02-1846, Rev. 12-07, Cap On Certified Terrorism Losses  
42-02-1866, Rev. 12-07, Cap On Certified Terrorism Losses  
80-02-1658, Rev. 12-07, Cap On Certified Terrorism Losses  
80-02-1667, Rev. 12-07, Cap On Certified Terrorism Losses  
80-02-6403, Rev. 12-07, Cap On Certified Terrorism Losses

- a. The Cap On Certified Terrorism Losses provision has been revised to reinforce the \$100 billion cap on aggregate losses.
- b. The Certified Act Of Terrorism definition has been revised to eliminate the distinction between foreign and domestic terrorism. Specifically, the definition of certified act of terrorism no longer requires that the act of terrorism be committed by or on behalf of a foreign interest.
- c. The terrorism law definition has been revised so that, in addition to the Terrorism Risk Insurance Act of 2002, the definition also refers to the Terrorism Risk Insurance Extension Act of 2005 and the Terrorism Risk Insurance Program Reauthorization Act of 2007.

2. Exclusion Of Certified Acts Of Terrorism/Exception For Certain Fire Losses

17-02-5061, Rev. 12-07, Exclusion Of Certified Acts Of Terrorism/Exception For Certain Fire Losses  
17-02-5062, Rev. 12-07, Exclusion Of Certified Acts Of Terrorism/Exception For Certain Fire Losses-EDP Property  
17-02-5063, Rev. 12-07, Exclusion Of Certified Acts Of Terrorism/Exception For Certain Fire Losses-Foreclosed Property  
17-02-5064, Rev. 12-07, Exclusion Of Certified Acts Of Terrorism/Exception For Certain Fire Losses-Trust Property  
17-02-5065, Rev. 12-07, Exclusion Of Certified Acts Of Terrorism-Mortgage Holder's Interest  
17-02-5074, Rev. 12-07, Exclusion Of Certified Acts Of Terrorism/Exception For Certain Fire Losses  
17-02-5075, Rev. 12-07, Exclusion Of Certified Acts Of Terrorism/Exception For Certain Fire Losses-EDP Property  
17-02-5076, Rev. 12-07, Exclusion Of Certified Acts Of Terrorism/Exception For Certain Fire Losses-Foreclosed Property  
17-02-5077, Rev. 12-07, Exclusion Of Certified Acts Of Terrorism/Exception For Certain Fire Losses-Trust Property  
42-02-1839, Rev. 12-07, Exclusion Of Certified Acts Of Terrorism/Coverage For Certain Fire Losses

42-02-1843, Rev. 12-07, Exclusion Of Certified Acts Of Terrorism/Coverage For Certain Fire Losses  
 80-02-1660, Rev. 12-07, Exclusion Of Certified Acts Of Terrorism/Exception For Certain Fire Losses  
 80-02-1661, Rev. 12-07, Exclusion Of Certified Acts Of Terrorism/Exception For Certain Fire Losses-  
 Telecommunications  
 80-02-1662, Rev. 12-07, Exclusion Of Certified Acts Of Terrorism/Exception For Certain Fire Losses-Wineries  
 80-02-1669, Rev. 12-07, Exclusion Of Certified Acts Of Terrorism/Exception For Certain Fire Losses  
 80-02-1671, Rev. 12-07, Exclusion Of Certified Acts Of Terrorism/Exception For Certain Fire Losses-  
 Telecommunications  
 80-02-1672, Rev. 12-07, Exclusion Of Certified Acts Of Terrorism/Exception For Certain Fire Losses-Wineries

- a. The Cap On Certified Terrorism Losses provision has been revised to reinforce the \$100 billion cap on aggregate losses.
- b. The Certified Act Of Terrorism definition has been revised to eliminate the distinction between foreign and domestic terrorism. Specifically, the definition of certified act of terrorism no longer requires that the act of terrorism be committed by or on behalf of a foreign interest.
- c. The terrorism law definition has been revised so that, in addition to the Terrorism Risk Insurance Act of 2002, the definition also refers to the Terrorism Risk Insurance Extension Act of 2005 and the Terrorism Risk Insurance Program Reauthorization Act of 2007.

### 3. Exclusion Of Certified Acts Of Terrorism

42-02-1867, Rev. 12-07, Exclusion Of Certified Acts Of Terrorism  
 80-02-6400, Rev. 12-07, Exclusion Of Certified Acts Of Terrorism

- a. The Certified Act Of Terrorism definition has been revised to eliminate the distinction between foreign and domestic terrorism. Specifically, the definition of certified act of terrorism no longer requires that the act of terrorism be committed by or on behalf of a foreign interest.
- b. The terrorism law definition has been revised so that, in addition to the Terrorism Risk Insurance Act of 2002, the definition also refers to the Terrorism Risk Insurance Extension Act of 2005 and the Terrorism Risk Insurance Program Reauthorization Act of 2007.

### 4. Certified Acts Of Terrorism Sublimit/Exception For Certain Fire Losses

17-02-5087, Rev. 12-07, Certified Acts Of Terrorism Sublimit/Exception For Certain Fire Losses  
 17-02-5088, Rev. 12-07, Certified Acts Of Terrorism Sublimit/Exception For Certain Fire Losses – EDP Property  
 17-02-5089, Rev. 12-07, Certified Acts Of Terrorism Sublimit/Exception For Certain Fire Losses – Foreclosed Property  
 17-02-5090, Rev. 12-07, Certified Acts Of Terrorism Sublimit/Exception For Certain Fire Losses – Trust Property  
 80-02-1675, Rev. 12-07, Certified Acts Of Terrorism Sublimit/Exception For Certain Fire Losses  
 80-02-1677, Rev. 12-07, Certified Acts Of Terrorism Sublimit/Exception For Certain Fire Losses - Telecommunications  
 80-02-1678, Rev. 12-07, Certified Acts Of Terrorism Sublimit/Exception For Certain Fire Losses - Wineries

- a. The Cap On Certified Terrorism Losses provision has been revised to reinforce the \$100 billion cap on aggregate losses.
- b. The Terrorism Limits Of Insurance provision has been revised to remove all reference to terrorism deductible.
- c. The Terrorism Deductible provision has been removed.
- d. The Certified Act Of Terrorism definition has been revised to eliminate the distinction between foreign and domestic terrorism. Specifically, the definition of certified act of terrorism no longer requires that the act of terrorism be committed by or on behalf of a foreign interest.

- e. The Terrorism Law definition has been revised so that, in addition to the Terrorism Risk Insurance Act of 2002, the definition also refers to the Terrorism Risk Insurance Extension Act of 2005 and the Terrorism Risk Insurance Program Reauthorization Act of 2007.

The following "Important Notice to Policyholder" is included for informational purposes only:

99-10-0732 (Rev. 12-07) Important Notice.

THIS EXPLANATORY MEMORANDUM IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. IT DOES NOT MODIFY, LIMIT OR ENLARGE POLICY PROVISIONS AND MAY NOT DESCRIBE EVERY CHANGE. THE BEST EXPLANATION OF THE INSURANCE PROVIDED IS OBTAINED BY CONSULTING THE LANGUAGE OF THE ISSUED POLICIES. THE ACTUAL RIGHTS AND RESPONSIBILITIES OF THE INDIVIDUAL MEMBER INSURERS OF THE CHUBB GROUP OF INSURANCE COMPANIES AND THE INSURED ARE CONTAINED IN THE TERMS AND CONDITIONS OF THE ISSUED POLICIES.